The Solicitors Journal.

LONDON, FEBRUARY 13, 1886.

CURRENT TOPICS.

THERE HAS BEEN a singular series of conflicting reports, purporting to be given "on authority" during the past week as to the appointment of Solicitor-General. We believe the truth is that the office has been offered to and accepted by Mr. HORACE DAVEY, Q.C., but that his formal appointment had not been made up to Thursday evening.

IT WILL BE SEEN from the report of the meeting of the Irish Incorporated Law Society, which we publish elsewhere, that the resolution, based upon the report of the Legal Reform Committee appointed by the society, "That it is undesirable that steps should be taken by the Incorporated Law Society of Ireland to promote an amalgamation of the professions of barrister and solicitor," was carried. The balance of opinion at the meeting seems to have been strongly against the amalgamation. The consideration of the resolution proposed by the committee in favour of an absolute right on the part of each member of both professions of not less than five years' standing to an immediate transfer from one profession to the other, subject only to the applicant passing such an examination as will insure adequate knowledge to qualify him for the profession to which he desires to be transferred, was postponed.

WE REPORTED last week the arguments in the action brought by Messrs. MUNTON & MORRIS against the registrar of the Middlesex Registry to test the legality of the fees charged for registering memorials. It will be remembered that, in order to test the question, the plaintiffs took a "memorial" containing less than 200 words to be registered. This was registered, and five shillings was charged. The judge considered a charge of 4s. 6d. proper, but gave a verdict against the registrar for 6d., as the number of words in the memorial were under 200. The sum charged for entering the memorial was 1s. 6d., whereas the Act, 7 Anne, c. 20, s. 11, provides that the registrar "shall be allowed for the entry of every memorial the sum of one shilling, and no more, in case the same do not exceed 200 words." We have not yet been able to obtain a report of the judgment, but, so far as we can gather, its result appears to be in favour of the charges of 1s. 6d. for administering the oath, 1s. for exhibiting the memorial, and 1s. for the indorsed certificate. Leave was given to appeal from the decision.

THREE QUESTIONS of law arise out of the recent London riot—(1) Whether any and what compensation is payable for the damage done? (2) By whom such compensation is payable? and (3) What kind of offence has been committed by those whose inflammatory speeches contributed to the riot, but who were not personally guilty of any overt act of violence? The law of compensation is contained in the consolidating Act, 7 & 8 Geo. 4, c. 31. By this Act the inhabitants of the "hundred, wapentake, ward, or other district in the nature of a hundred, by whatever name it shall be denominated," are liable to make compensation to persons damnified by the offence of *feloniously demolishing*, pulling down or destroying, wholly or in part, any house or shop, "by any persons riotously and tumultuously assembled together." It is perfectly clear, from the case of *Drake* v. *Footit* (L. R. 7 Q. B. D. 201)—where certain shopkeepers of Marlow failed to recover compensation from the hundred in respect of damage to their houses and shops done by a mob who broke the windows and injured the slates and masonry by throwing stones during an election riot—that the sufferers from a riot can only recover compensation where they can prove some *felonious demolition*, or commencement of demolition, of their houses or shops, as opposed to mere malicious injury or damage to such houses or shops, which constitutes a misdemeanor only. There does not seem, so far as appears from the newspaper accounts, to be much more evidence of felonious demolition, or commencement of demolition, on the part of the London rioters than there was in the case of the Marlow rioters. It has long been settled that the hundred is not liable for goods stolen from the premises by the rioters (*Smith* v. *Bolton*, Holt, 201). The next question —viz., by whom compensation is payable for felonious demolition is not quite so easy to answer, because it is not very clear in all cases what in the Metropolis is a "district in the nature of a hundred." But that some limited area or other would be liable for felonious demolition is clear from section 12 of the Act, which expressly enacts that similar compensation to that payable by a hundred shall be payable by "such liberties, franchises, cities, towns, and places as either do not contribute to the county rate, or contribute thereto as not being part of any hundred or other like district"; the preamble of the section reciting that "it is expedient to provide for all such cases." It appears that Middlesex is divided into the hundreds of Edmonton, Elthorne, Gore, Isleworth, Ossulstone, and Shelthorne, and the cities of London and Westminster; the Middlesex metropolitan parishes, such as Kensington and Marylebone, being in the hundred of Ossulstone; while the Surrey metropolitan parishes, such as Kennington and Brixton, appear to be in the hundred of Brixton (see "Lewis's Topographical Dictionary"). For damage in Westminster, therefore, the inhabitants of Westminster would be liable; while, for damage either in Marylebone, or Kensington solely, the inhabitants of both parishes, as being within the area of the hundred of Ossulstone, would seem to be jointly liable. With regard to the third question, as to liability by incitement to riot, the law appears to be that, "if any person encourages or promotes or takes part in riots, whether by words, signs, or gestures, or by wearing the badge or ensign of the rioters, he is himself a rioter" (*Clifford* v. *Brandon*, 2 Campb. 370), and, therefore, liable, under section 11 or section 12 of 24 & 25 Vict. c. 97, as a felon or misdemeanant according as the result of the riot may be demolition of, or simply damage to, a house or shop.

WE REPORT elsewhere a decision of the Court of Appeal in *Ex parte Stanford*, *Re Barber*, which will occasion considerable consternation, and will, no doubt, invalidate a large number of bills of sale which have been given by way of security on personal chattels. The court have held that the insertion in such a bill of sale of the words "as beneficial owner" will render it void, under section 9 of the Bills of Sale Act, 1882, as not being "in accordance with the form" in the schedule to that Act. Probably the draftsman of the Act of 1882 will not be the person least surprised by this decision, for in the appendix to his work on the Bills of Sale Acts, he gives a series of precedents of bills of sale in which the grantor is made to assign chattels "as beneficial owner." These forms are stated to be extracted, by permission, from PRIDEAUX'S Precedents, but their insertion shews that in the opinion of the draftsman of the Act of 1882 there could be no objection to the use of the words "as beneficial owner." The fact that the learned editors of PRIDEAUX retained these words in their precedents of bills of sale after the passing of the Bills of Sale Act of 1882 shews how little apprehension of the surprising effect now attached to them was entertained by cautious and experienced conveyancers. And the facts that the Court of Appeal, in arriving at the conclusion abovementioned, actually overruled their own decision given in the

same case a day or two before, and gave leave to appeal to the House of Lords, shew the doubt in which the point was involved. The ground of the decision appears to have been that the intention of section 9 of the Act of 1882 was to provide a simple form of security which would enable every grantor of a bill of sale to understand his position and liabilities. As the Master of the Rolls said in *Davis* v. *Burton* (32 W. R. 423, L. R. 11 Q. B. D. 537), "the intention of section 9 is that every bill of sale shall have the simplicity of the model, so that, on the one hand, a borrower may see how far he is burdening himself, and on the other, that creditors looking at the register may see a bill of sale in a sufficiently simple form, and not be obliged to take advice upon an intricate deed." In the opinion of the court, a bill of sale containing words which introduced by implication a number of provisions about which a layman would know nothing, could not be said to be "in accordance" with the prescribed form. It would not enable the borrower to see how far he was burdening himself. The supposed "intention" upon which the recent decision is based is not to be found expressed in the Bills of Sale Act, 1882. There is, however, little doubt that the court have correctly stated the real object of the framers of section 9, and of the statutory form of bill of sale. These provisions were not in the Bill as passed through the Commons, but the Select Committee on the Bill appointed by the House of Lords abolished the necessity for attestation by a solicitor, and substituted the form of bill of sale with the object of rendering professional assistance unnecessary for the protection of ignorant grantors.

It will be observed that the court carefully refrained from intimating that there was anything in the implied covenants in section 7 (1) (*c.*) of the Conveyancing Act, 1881, which was inconsistent with the statutory form of bills of sale. In the first judgment of Lord Justice LINDLEY, indeed, he intimated that, if the implied covenants had been inserted *in extenso* in the bill of sale, it would have been valid. The sole ground of decision is that certain provisions are implied of the nature of which the grantor would be ignorant. But it may be asked whether it is not the fact that in most bills of sale by way of security certain provisions are implied of which the grantor would be ignorant, not having even the words "as beneficial owner" to draw his attention to them? Does not the implied power given to a mortgagee to insure in default of the mortgagor, by section 19 (I.) (ii.) of the Conveyancing Act, 1881, apply to a mortgage of chattels? Lord ESHER seems to have expressed a strong opinion that the Conveyancing Act, 1881, was not intended to apply to assignments of personal chattels by way of security; but we imagine that no one who considers the definitions in the Act can entertain any doubt that it does, in fact, apply to such assignments. If it does, then a bill of sale by way of security, which does not contain an express power to the mortgagee to insure in default of the mortgagor, does not express, for the information of the grantor, all the rights possessed by the grantee. Is the bill of sale, therefore, void as being "embarrassing" or as varying from the sacred simplicity of the statutory form?

IN THE CASE of *Re Great Western (Forest of Dean) Coal Co.*, which we report elsewhere, an attempt was made to add a serious liability to the load which already rests on solicitors. The application was by the liquidator of a company to make a solicitor who had acted in the formation and transaction of thelegal affairs of the company liable as an "officer of the company" under section 165 of the Companies Act, 1862, rendering such officers liable for misfeasance. The ground for the application was the decision in *Ex parte Valpy and Chaplin* (L. R. 7 Ch. 289), in which solicitors not usually employed by the company, but employed to act in a particular matter, were treated as "officers of the company" within section 43 of the Act, and, as such, were held not entitled to avail themselves of a charge which they had taken from the company, but which had not been registered. Mr. Justice PEARSON refused to apply this decision to section 165, and held that a solicitor was no more an officer of the company employing him than the banker of the company was. That the bankers of a company are not officers of the company, so as to be amenable to the jurisdiction given by section 165, was established in *Imperial Land Co. of Marseilles, Re National Bank* (L. R. 10 Eq. 298).

NICETIES OF THE LAW OF LARCENY.

THE case of *The Queen* v. *Ashwell* (L. R. 16 Q. B. D. 190) raised a question of great nicety with regard to the law of larceny, upon which, unfortunately, the court, consisting of fourteen judges, were equally divided. The facts of the case were very simple, although they gave rise to such subtle questions. The prisoner asked the prosecutor for the loan of a shilling. The prosecutor gave the prisoner a sovereign, believing it to be a shilling, and the prisoner took the coin under the same belief. Some time afterwards he discovered that the coin was a sovereign, and then and there fraudulently appropriated it to his own use. The prisoner was convicted of larceny of the sovereign, and the question was whether the facts amounted to larceny. A great part of the various judgments delivered is, as might be expected, taken up by an analysis and discussion of the authorities from the earliest periods, many of which are difficult, if not impossible, to reconcile with one another.

We have not the requisite space to enter into the question how the case stands with regard to particular previous decisions. We desire rather to discuss the case upon the ground of general principle. It is admitted, apparently on all hands, that larceny at common law must involve a trespass. A trespass to goods must involve an interference with possession, actual or constructive, so that there can be no larceny unless goods are taken from the possession, either actual or constructive, of some one. To use phraseology fast becoming antiquated, by way of illustrating the proposition, trover would lie where trespass *de bonis asportatis* would not, the one action being in respect of interference with the right of property, the other in respect of interference with the right of possession; and, unless trespass *de bonis asportatis* would lie, there could be no larceny. Of course the simplest case of larceny is where goods are stolen from the actual physical possession of the owner, as in the case of a pickpocket who steals a watch; but it is at once obvious that, for various legal purposes, goods must be considered as in the possession of their owners when they are not in fact so, otherwise, if I leave my umbrella in a friend's hall, and a picker-up of unconsidered trifles sneaks in and makes off with it, no offence would be committed. It is equally obvious, notwithstanding the shallow raillery of paragraphists in smart evening journals, that, when once the doctrine of constructive possession is admitted, as it must be, what may be called line cases will occur, and subtle distinctions are inevitable. There is really no absurdity about such distinctions to a person endued with ordinary capacities of reflection, and we think it may be shewn that there is often a possibility of their corresponding, to a great extent, with very substantial considerations.

It may often be undesirable to extend the criminal law to cases where, in the nature of things, the question whether there was a criminal intent may become extremely uncertain and hard to determine, and it may be better that persons who richly deserve punishment in particular cases should escape than that a door should be opened for a great many charges of a very dubious character. There are many very dishonest and immoral transactions that form the subject of civil actions, but we should suppose that no one familiar with legal matters would wish that every such dishonest or immoral transaction should be capable of being brought within the processes of criminal law. The good result derived in certain cases would, if obtained, be counterbalanced by more mischief in other directions. So it seems to us that the result of too great an extension of the doctrine of constructive possession for the purposes of the law of larceny might lead to charges of a very doubtful complexion being brought, and the subjecting of innocent persons to the risks and uncertainties attendant upon a criminal trial before a jury. It must never be forgotten that it is not in every case of alleged larceny that the prisoner enjoys the advantages of a trial before a learned and impartial judge. A great many charges must, in the nature of things, be disposed of before tribunals of a less satisfactory character. In the case which gives rise to these observations, the evidence of the fraudulent intent appears to have been very strong, but it might well happen that the taking of actual possession in the first instance having been innocent, the question of the subsequent fraudulent intent might be an extremely uncertain and difficult one to determine.

But to proceed with our observations on the theoretical aspect of the case. If we rightly understand the substantial distinction between the views of the opposing parties upon the bench, it comes to this. One side says that, the possession of the coin having been parted with and transferred to the prisoner by the prosecutor's own act and lawfully received by the prisoner, there can be no larceny because there was no trespass. The case of lost goods, which at first sight appears analogous, is not so, for there the owner has never intended to part with the possession; he does not know where his goods are, but he has all along the intention of retaining his dominion over them. The other side say, as we understand it, that the transfer of possession for the purpose in question cannot be accomplished by the mere physical transfer of the thing; it involves an accompanying act of the mind by both parties; the one must intend to transfer the possession of, and the other to accept the possession of, the thing; whence it follows that, if the thing actually handed over is not the thing of which the one intends to transfer the possession, and the other intends to accept the possession, there is no transfer of possession, and the subsequent fraudulent conversion of the thing will be a trespass and amount to larceny.

We believe that this latter line of reasoning involves a confusion between transfer of property and transfer of possession, things essentially distinct. A case was much relied upon by those who took this view—viz., the case of *Merry* v. *Green* (7 M. & W. 623), where it was held that a person who bought a bureau at an auction, and subsequently finding money in a secret drawer in it, fraudulently appropriated the same, was guilty of larceny. But the answer made by the other side to the argument sought to be drawn from that case is that there is an essential distinction between the cases; there neither party intended the transfer of the money, for both were ignorant of its existence; but in the present case both parties intended a transfer of the identical piece of money that was transferred, only they did not know the nature of it. To this the suggested answer is that the legal idea of a transfer of possession involves a knowledge of the nature of the thing transferred, and a consent by the transferee to such transfer, and a man cannot consent to the possession of a thing while he is ignorant of the nature of it. Consequently, a transfer of possession under a mistake is no legal transfer at all. With all respect to the seven judges who took this view, we must confess we cannot follow it, either in point of principle or of common sense. It seems to us clear that there was an intention on the part of the prosecutor to transfer the possession of the particular coin, and on the part of the prisoner to receive possession of it. Such intention came into existence through a mistake; all the same it existed. They were ignorant of the true nature of the coin, and if the prosecutor had known it, he, no doubt, would not have formed the intention of parting with, and would not have parted with the possession of it, but it seems to us as plain as that two and two make four, that the possession, both actual and constructive, was parted with when the coin was handed over. If so, the first taking was innocent, and, according to the well-established principles of the law on the subject, there could be no larceny. The case is quite different from that where the recipient of the chattel knows at the time of receiving it of the mistake made by the transferor; as in the case put of a cabman knowingly taking a sovereign given to him in mistake for a shilling. There the original taking is guilty; here it is innocent.

We understand the argument on the other side to be this. It is said that no doubt the original actual possession of the prisoner was innocent, because the constructive possession of the prosecutor continued uninterfered with till the prisoner appropriated the coin, and, in the eye of the law, he then, for the first time, took it out of the prosecutor's possession. But it seems to us that there are very great difficulties, in point of legal principle and of fact, in the way of that contention, and that it runs counter to the tendency of many decisions. We understand very well that a servant's actual possession can be the constructive possession of the master, because he is a servant, or merely the *alter ego* for some purposes of the master; but the prisoner here stood in no such relation to the prosecutor. On what principle can the actual possession of A. be the constructive possession of B., unless there is some relation between A. and B. of a representative character? The cases with regard to larceny of a lost chattel all seem to go on the principle that, though the chattel till found is in the constructive possession of its owner, when another finds it and takes possession of it it ceases to be so, and, therefore, unless the intent of the finder at the time of taking possession is felonious, there is no larceny. We should like to ask this question: Could the prosecutor have maintained trespass *de bonis asportatis* against the prisoner in respect of his possession of the coin? Surely not; because the coin was out of his possession. Surely his action would have been trover or detinue. It seems to us, as we have said, that the judgments of the judges who sustained the conviction confuse together the notion of parting with the possession of, and parting with the property in, a chattel.

THE COUNCIL OF THE INCORPORATED LAW SOCIETY ON THE LAND LAWS.

III.

We now proceed to the consideration of schemes of registration without official investigation of title.

(1) Effect of the Settled Land Act, 1882, in facilitating Registration.

One, and perhaps an unforeseen, effect of the Settled Land Act, 1882, is to facilitate the registration of titles. Prior to that Act, where land was in strict settlement, it would have been impossible by a simple entry on the register to shew who could sell it; it would have been necessary either to place a copy or an abstract of the settlement on the register, or for the intending purchaser to inspect the settlement itself for the purpose of seeing whether any power of sale was vested in the trustees, and, if this was the case, whether in the events that had happened it was exerciseable. Now, all that a purchaser requires is to know who is the tenant for life under the settlement, and who are the trustees of the settlement for the purposes of the Act, as these persons together can always sell and give receipts for the purchase-money. It follows that, save in the very few cases excepted from the Act, a simple entry on the register will inform an intending purchaser who can sell and give receipts for the purchase-money. If the law was altered so as to provide that on the death of an owner in fee simple his land should vest in a real representative with power of sale, it would be possible to frame a register in such a manner as to shew at every moment who could sell, and, if the register also shewed the incumbrances, who could give receipts for the purchase-money.

There is a greater difficulty in framing a register so as to shew in all cases who can make a mortgage. If the register shews that A. is owner in fee, an intending mortgagee can safely advance his money to him; but, if it shews that he is a limited owner, so that the money is to be advanced on the security of his estate, or under a power of charging, it will be necessary for the intending mortgagee to inspect the settlement so as to see the nature of A.'s estate, or the nature of the power, and whether it is exerciseable. This difficulty appears to be inherent to any system of registration of title unless copies or full abstracts of the deeds are placed on the register—a scheme which would greatly increase the expense of making and the bulk of the register. A discussion of the method of dealing with powers of charging will be found in the paper of Mr. Elphinstone hereafter mentioned.

The Statement says:—

"The arguments in favour of registration of title are undeniably weighty, and worthy of the most serious consideration. It would, when once firmly and completely established, and when Parliament or time had rendered it unnecessary to investigate the title anterior to the register, entirely do away with the necessity for investigating title, except as to parcels; inasmuch as for the purpose of conferring a good title on a purchaser or mortgagee, the person whose name is on the register would be deemed the absolute owner."

It is perhaps somewhat remarkable that, while the Statement contains a full account of the system of Sir Robert R. Torrens introduced into South Australia in 1857, and since adopted in a modified form in other colonies, a system under which a perfect title has to be shewn before it is put on the register, it contains no notice of any system of registration without any official examination of title except that proposed by Mr. Fonnereau, Mr. Wilson, and Mr. Cookson.

(2) Mr. Cookson's Scheme.

In the year 1857, the late Mr. W. Strickland Cookson laid before the Registration Commissioners suggestions for registration of title which will be found at length in 1 Solicitors' Journal, p. 795, and are well worthy of perusal, not merely for the sake of understanding his scheme, but owing to the clearness with which he states the problem. The Statement says:—

"Mr. Cookson's plan was that (after the coming into existence of his projected registry), upon any dealing with land by a fee simple owner, or a person having the power to convey the fee simple, a transfer of the entire fee simple to one or more persons should be executed and placed on the register. The validity of the title of the first transferee so registered was to depend upon the validity of the title of his transferor; but when, by the lapse of time, all claims adverse to such transferor should become statute-barred, or have otherwise ceased to exist, then the register, and the register only, would constitute the evidence of the title to the property. Only fee simple estates would appear on the register, all settlements, life estates, &c., being created by trusts declared by the registered proprietor, and kept off the register, so as not to complicate the title. The idea was, in fact, to establish a register of land upon the same basis as the registers of stock and shipping, upon which there should always appear a registered proprietor ostensibly entitled to an absolute estate in fee simple, so far as the outside world should be concerned. If the land were settled (entailed), then the registered proprietor would be trustee of it; but (just as in the case of trusts of stock) no mention of his trust would appear on the register, and a purchaser from him would be perfectly safe."

It will be observed that Mr. Cookson's scheme occupies an intermediate position between that of Mr. Wolstenholme and that of Mr. Davey, Q.C., discussed hereafter. It agrees with Mr. Wolstenholme's scheme in rendering it necessary for a *bonâ fide* purchaser to concern himself with the legal estate only. It agrees with Mr. Davey's in allowing the title to be placed on the register without any preliminary investigation, and in rendering it compulsory that the title should be put on the register on the first dealing with the fee after a fixed day. The general idea of Mr. Cookson's scheme was embodied in Lord Cairns' Act; which, as before stated, proved a complete failure. A committee of the House of Commons on "Land Titles and Transfer," presided over by Mr. Osborne Morgan, Q.C., was appointed in 1878 to consider the causes of this failure. The evidence taken before this committee is of very great importance, possibly of greater importance than their report "that, in place of registration of titles, a registration of deeds should be established"; for, as the Statement remarks, "this recommendation loses some of its weight from the fact that it was adopted by a very small majority of members actually voting, and that, owing to important abstentions, the majority in question did not constitute a majority of the entire committee."

(3) Mr. Davey's Scheme.

Mr. Davey, Q.C., in a series of letters published in the *Times* last autumn, propounded a scheme for the amendment of the land laws and for registration without official examination of title. Having regard to the high professional reputation of Mr. Davey, any discussion of schemes for the registration of title not mentioning his scheme would be incomplete, the more so as Mr. Holt, of the Land Registry Office, in a letter to the *Times*, says that "this system could be easily and simply carried out." Mr. Elphinstone, in an article in the current number of the *Law Quarterly Review*, explains at some length a scheme substantially the same as Mr Davey's.

In order to understand the reasons for some of the provisions of this scheme it must be remembered that, under the existing system, two investigations of different natures have to be made on a purchase; we have to ascertain (1) in whom the abstract, when properly verified, shows a title, the result of which investigation, in even a complicated case, must take the form following—viz., "A. is entitled to the possession or receipt of rents and profits of the land sold, while A., with the consent of B. and C., can sell, B., C., and D. can give receipts for the purchase-money in certain proportions"; (2) who is in physical possession of the property, and if A. is not, what are the rights of the persons in physical possession, are they rights that will be extinguished by the sale by A., or are they paramount to A.'s interest? It often happens that a purchaser neglects to make the latter inquiry; but we have known cases in practice where he was prevented from paying his money to the wrong person by the result of his inquiries from the person in possession. It must also be remembered that the title gained to small pieces of land accruing by straightening boundaries, a process which is continually occurring, depends entirely upon possession, which eventually turns into ownership by virtue of the Statutes of Limitations.

The scheme now under consideration proposes that, on the first devolution of title after a prescribed date, whether arising from an act *inter vivos* or on death, the new owner shall be registered as owner without any official investigation of title; and that this entry on the register shall be conclusive in favour of a purchaser, subject to anything appearing on the title prior to the first registration, and to the rights of the persons in possession, where "possession" includes the receipt of rents and profits. The registered "owner" may be more than one person—for instance, in the case of an estate in strict settlement, the "owner" would be the tenant for life, who might be described as a "limited owner," and the trustees of the settlement for the purposes of the Settled Land Act, 1882. On every subsequent devolution of title a fresh person will have to be registered as owner.

It may be objected that the necessity which this scheme throws on the purchaser of making inquiries from the person in possession of the land would impose a new burden on him. This is not the case, as, under the existing law, a purchaser takes subject to the rights of the persons in possession; add to which that, as no prudent person ever purchases land without inspecting it, either personally or by an agent, it is easy for him to make the necessary inquiries on the occasion of his going to it. We shall subsequently point out that if inquiries were always made from the person in possession, the risk of a fraudulent transfer would be reduced to a minimum.

It is obvious that, as the only title to be shewn to the purchaser is that anterior to the first registration, the title requiring investigation will become shorter and shorter till, at the expiration of forty years from the first registration, it will vanish altogether. Mr. Davey suggests that no title prior to registration should have to be shewn after twenty years from the first registration; Mr. Elphinstone suggests that a purchaser would be more likely to accept a title without requiring that anterior to registration in cases where by law he could so require it, if the first person registered as owner were at liberty to deposit in the registry a certificate signed by his solicitor of the result of his investigation of the title. Both Mr. Davey and Mr. Elphinstone suggest that, besides the register of owners, there should be a register of incumbrances, and that the registered owner should be able to convey for all purposes. We presume that it is not intended that a limited owner should be able to make a mortgage or to grant leases other than those which he is authorized by statute to grant. Mr. Elphinstone even proposes that the registered owner should be able to convey free from the incumbrances on the register on his directing the purchase-money to be paid into the registry—at least, in cases where the amount of the purchase-money amounts to the total sum due and a year's interest thereon.

Mr. Elphinstone also proposes to have a third register, "the register of adverse rights," which will contain rights of such a nature that they cannot be got rid of by any action of the owner without the consent of the persons to whom they belong—such as easements, *profits à prendre*, covenants binding the land, and leases for more than twenty-one years. Mr. Elphinstone's article contains suggestions for the formation of a land index based on the ordnance maps, so as to shew by inspection whether land is on the register, and, if this is the case, where the description of that land will be found in the books of the office.

Mr. Elphinstone points out that if, on the death or other determination of the estate of the registered owner, the wrong person enters into possession and is registered as owner, he will have a good title against all the world, and that it will therefore be necessary to require strict evidence that he bears the character which entitles him to be registered. He suggests that this should be proved by the evidence which would, under the existing system, be required, according to the practice of conveyancers; and that, in all such cases, notice of his application should be served on some person whose interest or duty it is to dispute the facts; thus an application for registry by a devisee, or a remainderman, should be served on the heir-at-law, or the trustees of the settlement. He points out that great simplicity would be obtained by making lands of which a man dies seised in fee vest in his personal representatives, who would be entitled to be registered on production of the probate or letters of administration. He also proposes that no

bankruptcy or statutory charge such as a judgment, Crown debt, or *lis pendens* shall affect any land on the register until it is entered on the register of incumbrances, so as to obviate the expense of searches.

If this scheme is adopted, no intending purchaser or mortgagee will, after forty years from the date of the original registration, be concerned to investigate any title; he will only have (1) to see who is the registered owner, and, if he be a limited owner, and the transaction is a mortgage, to inspect the settlement; (2) to be certain of the identity of the person who conveys to him with the registered owner; and (3) to make inquiry on the land for the purpose of ascertaining that the registered owner is in possession or in receipt of the rents and profits.

CORRESPONDENCE.

INCOME TAX ON ASSURANCE BONUS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The report of the case of *Last* v. *London Assurance Corporation*, which appears in the current number of the WEEKLY REPORTER, puzzles me, not because of the judgment finally given by the House of Lords, with which I agree with all humility, but on account of the difficulty with which the result was arrived at.

In the Queen's Bench Division one judge held that income tax should not be deducted from the bonus distributed in cash to "participating" policy-holders, while his colleague held that it ought to be; in the Court of Appeal two of the judges concurred in the former opinion, while one of them upheld the latter; and, at last, in the House of Lords, two judges took the latter view, whereas the third judge strenuously maintained the former opinion.

Let me apply the question to my own case. I pay an annual premium of, say, £20 for insuring the payment of a certain sum to my representatives on my death. Every year I am invited by the printed form supplied to me by the Income Tax Assessors to state my income from all sources, and to deduct therefrom the amount of my life insurance premium. Suppose my income to be £1,000, I pay income tax on £1,000 less £20 = £980. At the end of five years the company with which I am insured sends me £25 as part of the profits for the five years, or as bonus, or as anything else you like to call it. If I receive this amount clear of income tax, am I not defrauding the Exchequer of the tax on £5 a year, unless in the sixth year I return my income as £1,000 + £25 − £20 = £1,005? And, even if I am careful enough to pay on this larger amount for one year, is it not simpler, and in every way better, that I should receive the £25 less the income tax?

The thing looks so plain that I am afraid I am getting old, and cannot discern its difficulties without the aid of legal spectacles of stronger power than I have been in the habit of using. Perhaps some one will be good enough to lend me a pair, and at the same time be kind to my infirmity.

W. F. H.

Leeds, Feb. 6.

Mr. Justice Kay has been absent from court during two days this week on account of indisposition.

At the Cardiff Assizes on Tuesday, the Lord Chief Justice stated that Mr. Baron Pollock was still too ill to take his seat on the bench, and that his lordship's doctor had advised him to leave Cardiff for London at once.

The London correspondent of the *Manchester Guardian* says that the new Attorney-General was a Newry boy, and when in a solicitor's office in that town his speeches at a debating society attracted the notice of the Dean of Dromore, by whose advice and assistance he came to the English Bar.

Lord Hobhouse, Mr. Horace Davey, Q.C., and Mr. Edward F. Turner, the adjudicators in the competition instituted by the Committee of the Building Societies' Association for an essay on Registration of Titles, have just announced their decision, adjudging the essay sent in under the motto "Scuto fidei" to be the best. The author of this is Mr. R. Burnet Morris, M.A., LL.B., of the Middle Temple, barrister-at-law, and his essay will shortly be published by the association.

Sir Farrer Herschell took the oaths of allegiance to her Majesty and of fidelity in the administration of the laws of the realm in the Court of Appeal on Monday. There were present on the bench the Master of the Rolls, the Lords Justices, and the judges of the Chancery Division. The court was crowded during the ceremony. The *London Gazette* announces the title of the new Lord Chancellor as being Baron Herschell, of the City of Durham.

CASES OF THE WEEK.

COURT OF APPEAL.

MYERS *v.* ELLIOTT—C. A. No. 1, 10th February.

BILLS OF SALE ACT (1878) AMENDMENT ACT, 1882 (45 & 46 VICT. c. 43), s. 9, SCHEDULE—BILL OF SALE IN ACCORDANCE WITH FORM—LUMP SUM FOR INTEREST—"BONUS AND INTEREST."

This was an appeal from a judgment of Mathew, J., in favour of the plaintiff on the trial of an interpleader issue. The plaintiff claimed the goods, which had been seized in execution by the defendant on a judgment against one Cooke, under a bill of sale dated the 20th of April, 1885, given by Cooke to the plaintiff. Cooke by the bill of sale assigned his furniture to the defendant, in consideration of £115 advanced by way of security for payment of that sum, together with £15 for the agreed amount of interest and bonus thereon, making together the sum of £130; and Cooke covenanted to pay to the plaintiff the sum of £130 by twelve equal monthly payments of £10 16s. 8d. each, the first to become due on the 20th of May, 1885, and the succeeding payments on the 20th of each succeeding month. The bill of sale further provided that the "chattels hereby assigned shall not be liable to seizure or to be taken possession of by the grantee for any cause other than those specified in section 7 of the Bills of Sale Act (1878) Amendment Act, 1882—that is to say, (1) If the grantor shall make default in payment of the sum hereby secured at the time herein provided for payment or in the performance of any covenant or agreement herein contained and necessary for maintaining the security. . . . Provided further, that if the said chattels and things hereby assigned shall be seized or taken possession of by the grantee in consequence of the breach of any of the covenants herein contained, the said grantee shall be at liberty to remove or sell the same or any part thereof." It was contended by the defendant that the bill of sale was void on the ground that there was no rate of interest mentioned, only a lump sum; and, further, that as "interest and bonus" were mentioned, it could not be said how much was for interest, and so the rate could not be calculated. Mathew, J., on the authority of *Thorp* v. *Cregeen* (33 W. R. 844), gave judgment for the plaintiff. The court (Lord ESHER, M.R., LINDLEY and LOPES, L.JJ.) reversed the judgment. Lord ESHER, M.R., said that the bill of sale assigned the goods to the plaintiff as security for the sum lent and £15 for interest and bonus; and on failure to pay one monthly instalment the plaintiff might seize and sell all the goods. That was to say, on failure to perform the covenant the plaintiff could exercise his rights as owner of the goods and sell them all, and repay himself the whole amount secured by the bill of sale. If that was the true construction of the bill of sale, the case came within the authority of *Davis* v. *Burton* (31 W. R. 423, L. R. 11 Q. B. D. 537), and the bill of sale was void. Again, the £15 was said to be in respect of interest and bonus. Part, therefore, was for bonus, and one could not tell how much was interest and how much bonus. Therefore the rate of interest could not be ascertained, and the bill of sale was void on that ground also. But if the word bonus were omitted, and it were all taken as interest, still his lordship thought that a lump sum could not be charged for interest. The bill of sale must shew the borrower on its face not what sum for interest, but what rate of interest, he had to pay. The decision in *Thorp* v. *Cregeen* did not appear to his lordship to be right. LINDLEY and LOPES, L.JJ., concurred.—COUNSEL, *Crump*, Q.C., and *H. Reed*; *Lockwood*, Q.C., and *Beddall*. SOLICITORS, *Stevens*; *Bawtree*, & *Stevens*; *Myers*.

UNITED TELEPHONE CO. *v.* DONOHOE—C. A. No. 1, 6th February.

PRACTICE—INFRINGEMENT OF PATENT—ADMISSION OF INFRINGEMENT IN DEFENCE—MOTION FOR JUDGMENT ON ADMISSIONS—INQUIRY AS TO DAMAGES—R. S. C., 1883, ORD. 32, R. 6.

This was an action for infringement of a patent by the purchase and sale of certain telephones patented by the plaintiff company, and the plaintiffs claimed an injunction and an inquiry as to damages. The defendant in his defence admitted the validity of the patent and the infringement, but said that he had only purchased ten telephones, and that save as to these he had not infringed the plaintiffs' patent. The plaintiffs moved for judgment upon the admissions in the pleadings under ord. 32, r. 6. Bacon, V.C., granted an injunction, but refused to direct an inquiry as to damages. The plaintiffs appealed, and contended that upon proof of one instance of infringement they were entitled to an inquiry as to damages, in which the question could be gone into as to what infringements took place, and that the plaintiffs were not bound by the defendant's statement in his defence that he had only been guilty of ten instances of infringement. The defendant appeared in person. The Court (Lord ESHER, M.R., LINDLEY and LOPES, L.JJ.) granted the inquiry as to damages, but limited it to the ten instances of infringement admitted in the defence. Lord ESHER, M.R., said that the plaintiffs having accepted the defence by moving for judgment on it must take it as it stood, the negative part as well as the affirmative part. They were entitled to an inquiry as to damages in respect of the ten infringements, but the plaintiffs would have no right to inquire into any other infringements and to ask the defendant for particulars thereof. LINDLEY and LOPES, L.JJ., concurred.—COUNSEL, *Moulton*, Q.C. SOLICITORS, *Waterhouse*, *Winterbotham*, & *Harrison*.

WHITHAM *v.* KERSHAW—C. A. No. 1, 1st February.

LANDLORD AND TENANT—WASTE—WRONGFUL REMOVAL OF SOIL BY TENANT.

This appeal raised a question as to the measure of damages in an action

of waste brought by a landlord against his tenant, who had wrongfully removed the soil from the demised land. The plaintiff and defendant were the owners of two adjacent allotments of rough moorland. Subsequently, the defendant, who had brought his allotment into cultivation, took a lease of the plaintiff's allotment, which was uncultivated, and at the time of the acts complained of there were nine years of the term to run. Subsequently, in 1883, the defendant carted away 600 loads of soil from the plaintiff's land, and spread it, with other ingredients, upon his own. The defendant alleged that the soil was peaty bog, and that he removed it in order to make the plaintiff's land into good land, and that, if required, he would restore it. The plaintiff, as reversioner, sued the defendant for damages for waste. There was considerable conflict as to the value of the land and of the soil removed. The action was tried at the Leeds Assizes by Mathew, J. According to the plaintiff's evidence, the value to a purchaser of the soil removed would have been £75, at the rate of 2s. 6d. per load, exclusive of cartage; and the value of the fee simple of the land when cultivated would be £35; but it would cost £10 to bring it into cultivation. The learned judge, taking into consideration the fact that the lease would run for nine years, gave judgment for the plaintiff for £60. The defendant appealed, on the ground that judgment should be for the defendant, or that, in any event, the plaintiff would only be entitled to nominal damages. The Court of Appeal (Lord Esher, M.R., Cotton and Bowen, L.JJ.) varied the judgment. Lord Esher, M.R., said that the learned judge had considered what it would cost the plaintiff at the end of the lease to put the land into the condition in which it was at the time when the wrongful act was done, and, after discounting that sum, had given him £60. The mistake was that Mathew, J., had really treated the covenant not to commit waste—for it really was an implied covenant—as producing the same protection and result as a covenant by the defendant to deliver up the property in the condition in which it was when he received it. But the action was not upon such a covenant, but was for waste. The covenant against waste was not so extensive as that covenant, but was that nothing should be done of so permanent a character as to affect the value of the property. There was a great difference between the value of the property and the cost of restoring it to its former condition, and it was wrong to say that the value of the property was diminished by the cost of so restoring it. Therefore, Mathew, J., had taken the wrong measure of damages. The parties had consented to the court fixing the amount of damages, and their lordships were of opinion that the plaintiff should receive £10, the plaintiff to have costs of the action upon the higher scale, and that there should be no costs of the appeal. Cotton, L.J., was of the same opinion. Bowen, L.J., said that, if the action was viewed as one of waste for injury to the reversion, the true measure of damages would be the diminished value of the reversion. If a different principle was applied, and the defendant's act was considered as a wrongful conversion into a chattel and severance from the freehold of that which was part of the inheritance, the proper measure, at most, could only be the value of the severed soil at the time of severance. Whichever view was taken, the learned judge was wrong, for the injury to the reversion could be but slight, and, according to the other view, the value of the soil when severed could not be assessed at anything like the sum which had been given.—Counsel, *Charles*, Q.C., *Forbes*, Q.C., and *Spokes*; *Lockwood*, Q.C., and *A. Powell*. Solicitors, *Bradford & Frankland*, for *Spencer & Clarkson*; *Bolton & Co.*, for *Morgan & Morgan*.

Re DE CRESPIGNY, DE CRESPIGNY *v.* DE CRESPIGNY—C. A. No. 2, 6th February.

Will—Settlement—Power of Advancement—Failure of Purpose indicated.

The question in this case was whether a power given by a will to the trustees of a settlement thereby made, to raise a sum of money for the tenant for life for a specified purpose, could be exercised when that purpose had become impossible. The testator, who died in 1868, before the system of promotion in the army by purchase had been abolished, by his will made in February, 1868, after giving his widow a life interest in certain estates, and directing that a sum of £30,000 should be raised as portions for his younger children, declared that it should be lawful for the trustees of his will, in their discretion, if they should think proper, to raise from time to time any sums, not exceeding, in the whole, £5,000, and apply the same in such manner as they should think proper "for the purpose of purchasing or procuring promotion in the army" for his eldest son, the plaintiff in this action, who was tenant for life of the estates in remainder, subject to his mother's life estate. During the lifetime of his mother no other provision was made by the will for the plaintiff, who did not succeed to the estates, which were heavily incumbered, until the death of his mother, in January, 1876. At the time of the testator's death, the plaintiff was an ensign in the 60th Rifles, but shortly afterwards he had been obliged, from want of income, to sell his commission and retire from the army. He had for some years held a commission in the Yeomanry Cavalry, at a cost of about £100 a year, but had been obliged to refuse several offers of appointments to cavalry regiments, as he was unable to pay for the necessary outfit. He applied to the trustees to raise the £5,000, to enable him to pay his debts and accept a commission in a cavalry regiment. The trustees were willing to raise the money if they had power to do so. Pearson, J., held that under the circumstances the power did not apply, and that the trustees could not raise either the whole £5,000 or the smaller sum of £800, which the plaintiff required for an outfit. The Court of Appeal (Cotton, Bowen, and Fry, L.JJ.) affirmed the decision. Cotton, L.J., said that he could not accede to the argument that, there being no other provision for the plaintiff during his mother's lifetime, this power must have been intended to make a provision for his maintenance and advancement generally. It only authorized the trustees to raise the amount in order to do a particular thing, to purchase or procure promotion in the army, and although that particular thing, when done, might be the means of maintaining the plaintiff, the provision could not be regarded as a general provision for his maintenance and advancement. It was not, therefore, competent to the trustees to hand over the £5,000 to the plaintiff as a gift to him for his own benefit now that the particular purpose contemplated by the will could not be obtained. It was said that, if a war broke out, and he obtained a commission in the army, he would require £800 for an outfit, and that a payment for the purpose would come within the terms of the power. That event, however, had not happened, and the court ought not to decide upon a hypothetical case. Bowen and Fry, L.JJ., concurred.—Counsel, *Sir R. Webster*, Q.C., and *Ingle Joyce*; *Edward Nash*. Solicitors, *Beaumont & Warren*; *Graham, Lawrence, & Long*.

Re THE BLACKBURN AND DISTRICT BENEFIT BUILDING SOCIETY, *Ex parte* HOLLAND—C. A. No. 2, 4th February.

Building Society—Winding up—Withdrawing Member—Right to Interest—Debt payable at "Certain Time"—3 & 4 Will. 4, c. 42, s. 28.

The question in this case was whether, in the winding up of a building society, all the outside creditors having been paid, members who, before the commencement of the winding up, had given notice of withdrawal in accordance with the rules were entitled to be paid interest on the amounts due to them. The rules of the society provided (2) "the subscriptions when they amount to £1 upon investment accounts shall bear interest at the rate of five per cent.; when they amount to £5 they shall bear interest at six per cent. (provided the funds permit) to be added at the annual audit, but such interest or dividend shall not be paid until the shares are realized or withdrawn. The directors shall have power to alter the rate of interest to be divided. Any surplus profits which may arise shall be carried to a reserve fund to meet future contingencies, and, if not required for that purpose, a portion thereof may from time to time be divided amongst the members, in such manner as the consulting actuary may determine." (3) "Any member of the society shall be allowed to withdraw (provided the funds permit) sums not exceeding £10 by giving seven days' notice, and sums exceeding £10 by giving one month's notice, according to the printed form in the schedule annexed. No further liabilities shall be incurred by the society till such member has been repaid." The form of notice contained these words:—"I desire to withdraw £ from the society as soon as the funds will allow." A notice in this form was given by H., an investing member, on the 14th of May, 1881, to withdraw a sum of £588. An order to wind up the society was made on the 25th of October, 1881, upon a petition presented on the 23rd of July, 1881. H. claimed to be paid interest on the £588 from the 14th of June, 1881, and Bristowe, V.C., admitted the claim. The Court of Appeal (Cotton, Bowen, and Fry, L.JJ.) held that interest was not payable. Cotton, L.J., said that the right to interest must depend either on contract, or on section 28 of the Act, 3 & 4 Will. 4, c. 42. He thought that there was no right to interest under rule 2, and that that rule applied only to participating members, and that it did not apply after a member had given notice of withdrawal. And he thought that the statute gave no right to interest. There had been no "demand of payment" within the meaning of section 28. Was, then, the debt payable at "a certain time"? The effect of rule 3 was to limit the claim of a withdrawing member to the "funds of the society," whatever that might mean. It did not fix the time of payment. The notice which was actually given to and accepted by the society amounted to a claim to be paid after the expiration of a month, so soon as the funds would allow. Although, therefore, H. had an absolute right which was not affected by the winding-up order, it was a right to be paid so soon as in the winding up there should be funds available for his payment. That was a right to be paid at an uncertain time—a time which could never be made certain until funds became available to make the payment. Fry, L.J. (who delivered the judgment of himself and Bowen, L.J.), said that he thought the contract to pay interest contained in rule 2 was contingent only on profits, and that, as no profits were made in the period in question, no interest was payable. He thought also that rule 2 applied only as between members who had not altered their relations to the society by giving notice of withdrawal. And, as to the statutory right, his lordship thought that the notice of withdrawal created an obligation on the society to pay the member the sum in question on the 14th of June, if the funds then permitted; and, if they did not then permit, on the first day following the 14th of June, on which the funds did permit. Neither rule 3 nor the notice expressly ascertained the time of payment, for it was to be on the 14th of June if a certain contingency then happened, or, if not then, when that contingency first happened. Was the time "certain" within the meaning of the maxim "*id certum est quod certum reddi potest*"? It might be that, when a contract provided some mode of fixing the day of payment at a reasonable time before that day arrived, as, for instance, when a payment was to be made six months after the delivery of goods, the maxim might apply. But when, as in the present case, the day of payment was to be ascertained only by an event in itself absolutely contingent and unascertainable, when the certainty was arrived at only by the happening of the contingency itself, so that it was never rendered certain at any time before it happened, or except by having happened, then the maxim could not apply. According to the respondent's argument every event, however contingent, was certain, and the maxim would cover the case of a promise by a man to pay so soon as he could, a time of

payment which their lordships thought was not "certain" within the meaning of the statute. In the present case the time of payment could not be foreseen, and could never be ascertained till it had arrived. Such a time was not a "time certain" within the meaning of the statute.—Counsel, *Macnaghten*, Q.C., and *T. Snow*; *Romer*, Q.C., *H. Rotch*, and *Ralph Neville*. Solicitors, *Frith Needham*; *Pritchard, Englefield, & Co.*

BAHIN *v.* HUGHES—C. A. No. 2, 30th January.

Trustees—Breach of Trust—Husband of Trustee—Indemnity by Co-trustee.

This action was brought against trustees in respect of a breach of trust. The trustees were two ladies, one of whom married before the breach of trust was committed. She and her husband allowed the co-trustee to receive the trust-money, and the co-trustee invested the money on an unauthorized security, which proved insufficient. The husband contended that he was not liable for the breach of trust, and that, if he was, he was entitled to an indemnity from the co-trustee who had actually made the investment. Kay, J., held that the husband was liable, and that he had no right of indemnity. The Court of Appeal (Cotton, Bowen, and Fry, L.JJ.) affirmed the decision. Cotton, L.J., said that he knew of no such distinction as to the liability of a husband for breaches of trust committed by his wife as trustee. He said nothing as to what might be the effect of the Married Women's Property Act. On the other point there was little authority; only two cases had been cited, but in both of them the trustee who was made liable to his co-trustees was the solicitor who had acted in the matter, and who was, therefore, liable on other grounds. There were also cases in which one trustee had got trust-money into his own hands and had made use of it for his own purposes. It would be wrong to limit the right of indemnity from a co-trustee, but he thought the right would only exist where a trustee had either obtained some benefit from the breach of trust himself, or stood in some relationship to his co-trustee which would justify the court in treating him as solely liable as between himself and his co-trustee. Here the negligence of the husband in leaving the investment to the co-trustee was as much a breach of trust as her mistake in making an unauthorized investment. Bowen, L.J., said that he felt some difficulty in concurring in the view that the trustees were *in pari delicto*. Fry, L.J., said that the fact that there was so little authority on the subject shewed that the suggested right of indemnity had not been recognized. Such a right would act as an opiate on the conscience of trustees, and, instead of the *cestuis que trustent* having the benefit of several trustees, the trustees would be looking to one another to perform the duties of their office. To admit the right of indemnity claimed in this case would be contrary to the principles on which the court acted in enforcing trusts. The loss had occurred equally through the mistake of the co-trustee and the negligence of the husband.—Counsel, *Vernon R. Smith*; *Dunham*; *Dawney*. Solicitors, *Peacock & Goddard*; *J. J. Chapman*; *Carter & Bell*.

HIGH COURT OF JUSTICE.

PEASE *v.* PATTINSON—Bacon, V.C., 8th February.

Charity — Friendly Society — Poverty not an Essential Element of Relief.

The question in this case was whether money voluntarily subscribed for the Hartley Colliery Fund, and subsequently devoted to the relief of suffering occasioned by colliery accidents, and for that purpose distributed amongst local committees, could be paid over to a friendly society. The particular fund was that belonging to the South Durham district, and the surviving trustee, with the sanction of the court, brought this action for leave to transfer the fund to the Northumberland and Durham Miners' Permanent Relief Fund Benefit Society. It was argued that this ought not to be done, as the society operated over a larger area than the South Durham district, that its objects were more extensive than those of the fund, and, further, that it was not a charity, inasmuch as poverty was not an essential element to entitle a member to relief. Bacon, V.C., said that on the whole he was satisfied that the society was a charity, and ordered the plaintiff to transfer the fund to four of the trustees of the society, to be applied to the relief of suffering occasioned by colliery accidents in the South Durham district, and for no other purpose.—Counsel, *Sir A. T. Watson*, Bart., Q.C., and *W. C. Druce*; *B. J. Leverson*, *Stirling*. Solicitors, *Shum, Crossman, Crossman, & Prichard*, for *Philipson, Cooper, & Goodger*, Newcastle-upon-Tyne; *Hare & Co.*

Re THE ARMY AND NAVY HOTEL (Limited)—Bacon, V.C., 5th February.

Practice—Company—Winding up—Mistake—Admendment—Advertisement.

In this case the company had not appeared on the hearing of the petition, and they now objected to having the order drawn up, on the ground that the name of the company was not correctly stated in the petition. Bacon, V.C., gave liberty to amend the petition, and ordered it to be re-advertised in accordance with the special circumstances; the winding-up order to be drawn up seven days after the advertisement, unless in the meantime some objection should be made.—Counsel, *Maidlow*. Solicitors, *Ford, Lloyd, Bartlett, & Michelmore*.

JENNER-FUST *v.* NEEDHAM—Pearson, J., 6th February.

Mortgage—Foreclosure Action—Order for Foreclosure Absolute—Discharge of Receiver.

This case was referred to in our last number (*ante*, p. 233). The question was whether, on making the usual *ex parte* application, an order for foreclosure absolute, the court could, at the same time, order a receiver who had been appointed in the action to be discharged. The receiver, who had been appointed before the original forclosure judgment, made an affidavit that he had a sum of £1,094 in his hands, which had arisen in part from rents which he had received since the date of that judgment, and since the account had been taken in chambers. The mortgagees asked that the receiver might be discharged at once, without passing his accounts, and that the £1,094 might be paid over to them. Pearson, J., after considering the matter and consulting some of the registrars, said that, as the money was in the hands of the receiver, who was an officer of the court, and not in the hands of a mortgagee in possession, he thought he need not open the foreclosure. But he thought he ought not to make the order without notice to the mortgagor, for the mortgagor might say that, if he had received the £1,094, he would have been able to redeem. The mortgagor must be served with notice, and, if he shewed no reason against making the order, it would be made. His lordship was not aware of any authority on the point, but two other judges had recently had the same point before them, and were considering it. He should have had no difficulty in discharging the receiver at once if he had received nothing.—Counsel, *Nalder*. Solicitors, *Collyer-Bristow & Co.*

Re RHODES—Pearson, J., 5th February.

R. S. C., 1883, ord. 55, r. 2, sub-sections 1, 5—Payment out of Court—Petition or Summons—Sum over £1,000.

This was a summons for the payment out of court of a sum exceeding £1,000, which had been paid into court by the trustees of a will under the Trustee Relief Act. The chief clerk had objected to make the order on summons, because the amount was more than £1,000. Rule 2 of order 55 provides that the business to be disposed of in chambers by judges of the Chancery Division shall consist (*inter alia*) of "(1) Applications for payment or transfer to any person of any cash or securities standing to the credit of any cause or matter where there has been a judgment or order declaring the rights, or where the title depends only upon proof of the identity, or the birth, marriage, or death of any person; (2) applications for payment or transfer to any person of any cash or securities standing to the credit of any cause or matter where the cash does not exceed £1,000, or the securities do not exceed £1,000 nominal value; (5) applications under the Trustee Relief Acts in all cases where the money or securities in court do not exceed £1,000 or £1,000 nominal value; (7) applications for *interim* and permanent investment and for payment of dividends under the Lands Clauses Consolidation Act, 1845, and any other Act passed before the 14th of August, 1855, whereby the purchase-money of any property sold is directed to be paid into court." The applicant's counsel relied upon *Re Brandram* (L. R. 25 Ch. D. 366, 28 Solicitors' Journal, 121), in which Bacon, V.C., upon summons, ordered the payment out of court of a sum exceeding £1,000, which had been paid in under the Land Clauses Consolidation Act. In that case there had been a previous order declaring the right of the applicant, and Bacon, V.C., held that the generality of sub-section 1 was not qualified by any of the following sub-sections of rule 2. In the present case there had been no order declaring the right of the applicant, but his title depended only on proof of the death and of the identity of a person who was alleged to be dead. Pearson, J., said that he differed from the view of Bacon, V.C. He had a very strong feeling against dealing with such a large sum on summons. When the sum was so large he thought it better that the facts should be stated in a petition. On hearing a summons in chambers the judge acted on merely verbal statements. But he said that he had no fault to find with the persons who conducted the business in his chambers; on the contrary, he thought that they did their work exceedingly well.—Counsel, *Bardswell*. Solicitors, *Layton, Jaques, & Co.*

BANKRUPTCY CASES.

Ex parte STANFORD, *Re* BARBER—C.A. No. 1, 29th January; 5th February.

Bill of Sale—Validity—Additions to Statutory Form—Surplusage—Assignment as "Beneficial Owner"—Bills of Sale Act, 1882, ss. 7, 9—Conveyancing Act, 1881, s. 7.

In this case the question was whether a bill of sale of farming stock and implements, given by a farmer as security for an advance of money, was invalid, under section 9 of the Bills of Sale Act of 1882, by reason of its containing some clauses not to be found in the form of a bill of sale given in the schedule to that Act. By the deed the grantor, as "beneficial owner," assigned the goods to the grantee. And the grantor agreed with the grantee that he would, during the continuance of the security, keep up the value of the goods subject to the security to the sum of £900 at the least; that he would keep the same insured against loss or damage by fire in the same sum, and would punctually pay all the necessary premiums, and would, on demand, produce to the grantee the policy and the receipt for every such payment; and that, if default should be made by the grantor in effecting or keeping up such insurance, it should be lawful for the grantee to insure and keep insured the goods, and that all moneys expended by him for such purpose, together with interest thereon, should, on demand, be repaid by the grantor, and until such repayment should be a charge upon the goods. Provided always that the goods

should not be liable to seizure by the grantee for any cause other than those specified in section 7 of the Bills of Sale Act, 1882. The grantor having been adjudicated a bankrupt, the trustee in the bankruptcy sought to have the bill of sale (which had been duly registered) declared void as against him. It was contended that the insertion of the above clauses, which are not expressly contained in the statutory form, made the deed void under section 9 of the Act. And it was also said that the effect of the assignment as "beneficial owner" was to introduce into the deed, by implication, the mortgage covenants set forth in section 7 (1 *c.*) of the Conveyancing Act, 1881, and to render the deed so puzzling to an ordinary borrower as to make it invalid under the Act of 1882. A divisional court of the Queen's Bench Division (Hawkins and Cave, JJ.) held (34 W. R. 168, *ante*, p. 127) that the deed could not be impeached, and the Court of Appeal (Lord ESHER, M.R., and LINDLEY and LOPES, L.JJ.), in the first instance, affirmed the decision. Lord ESHER, M.R., said that the insertion of provisions which were mere surplusage and were not necessary to the maintenance of the security, and to which no effect was given by a power to seize the goods in case of a breach of them, could not invalidate the deed. These stipulations were part of the bargain between the parties, and the statutory form contemplated the insertion of provisions as to insurance of the goods which were not expressed in the statutory form. The Act of 1882 had nothing to do with the question whether the provisions were reasonable or unreasonable. He doubted whether the words "beneficial owner," even if they applied to the goods, would have the effect of introducing the covenants specified in the Conveyancing Act. He was inclined to think that the words were mere surplusage. The objections came to this, that the deed was not in the exact form given in the schedule. His lordship did not intend to flinch from what the courts had said before, that, though there was no actual breach of the provisions of section 9, yet, if the bill of sale was so far away from the statutory form that it would not give an ordinary grantee substantially clear information of what he was about to do when he executed it, it was void, as not being in the statutory form. But, if the deed was a plain and simple document which would not deceive an ordinary borrower, the court had never said that it must be set aside because it was not in the exact statutory form. In the present case he thought that the deed was, in substance, in the statutory form, and was a valid bill of sale. LINDLEY, L.J., said that section 9 contemplated that there might be stipulations in a bill of sale which were not actually expressed in the form. Section 9 said that a bill of sale given as a security must be "in accordance with" the form in the schedule; it did not say that it was to contain neither more nor less than the form. If the words "beneficial owner" in the assignment applied to the goods and introduced the covenants mentioned in section 7 of the Conveyancing Act, 1881, the deed, he thought, could be in no worse position than if those covenants had been actually inserted in it at length, and, if they had been, they would not, he thought, have been so repugnant to the statutory form as to invalidate the deed.

After this decision had been given, the court desired to have the case re-argued on the question of the effect of the use of the words "as beneficial owner" in the deed. On the re-argument it was urged on behalf of the trustee that, by virtue of section 7 of the Conveyancing Act, the use of those words introduced into the deed the mortgage covenants set forth in sub-section 1 (*c.*) of section 7, and that some of those covenants were inconsistent with the form of bill of sale given in the schedule to the Bills of Sale Act, 1882. In particular it was said that the covenant for quiet enjoyment, which provides that, if default is made in payment of the principal or interest secured by the deed, it shall be lawful for the mortgagee "to enter into and upon, or receive, and thenceforth quietly hold, occupy, and enjoy, or take and have," the subject-matter of the mortgage, would be contrary to the provision of the form of bill of sale given in the schedule to the Act of 1882, which does not allow of an immediate removal of the goods when seized, and would enable the grantee to remove the goods at once and to sell them. And it was contended that, if the Conveyancing Act did not apply, still the use of the words made the deed so doubtful and perplexing that it would be void under section 9 of the Bills of Sale Act, 1882. On behalf of the bill of sale holder it was urged that if the covenants set forth in section 7 (1 *c.*) of the Conveyancing Act were inserted in the deed, they would not be inconsistent with the form contained in the schedule to the Act of 1882, and that, if the Conveyancing Act did not apply, the words in question were mere surplusage, and would not invalidate the deed. The court (Lord ESHER, M.R., and LINDLEY and LOPES, L.JJ.) came to the conclusion that their original view was wrong, and that the bill of sale was void. Lord ESHER, M.R., said that he had a very strong opinion that the Conveyancing Act did not, even at the time when it was passed, apply to bills of sale of merely personal chattels. The words were large enough to include them; but, looking at the title and general scope of the Act, it seemed to him impossible that the Legislature could have intended to include them. The Act was passed the year before the Bills of Sale Act, 1882, and he thought the passing of the later Act was the strongest evidence that the Act of 1881 had never been intended to apply to bills of sale of merely personal chattels. But if it did apply, and the use of the words "as beneficial owner" did introduce the stipulations mentioned in section 7 (1 *c.*) of the Conveyancing Act of 1881, then he had not the least doubt that the effect was to render the bill of sale invalid, for they made the bill of sale inconsistent with section 9 of the Bills of Sale Act, 1882, as it would not be in accordance with the form given in the schedule to that Act, as departing from the simplicity of the form. But if the Conveyancing Act did not, as his lordship thought, apply, the words "as beneficial owner" did not in point of law add anything to the effect of the bill of sale; they were, as to their legal effect, mere idle words; but they were artificial words, and were inserted with the evident intention of introducing the covenants of the Conveyancing Act, and they thus introduced a complication and intricacy which made the deed invalid. They made it extremely doubtful whether those covenants were introduced or not, and, therefore, even assuming that they had no legal effect or operation, yet they introduced embarrassment and departed from the form. They would naturally and almost inevitably cause embarrassment between the grantor and the grantee, and, therefore, on this ground the bill of sale was void. LINDLEY, L.J., concurred. He said that the words "as beneficial owner" were not inserted in bills of sale before the Act of 1881, and they were inserted evidently with reference to that Act, which he thought clearly applied to all assignments of chattels. But when the Act of 1882 was passed, both Acts must be construed together, and, if the provisions of the two Acts were not consistent, those of the later Act must prevail. The words "as beneficial owner" were inserted evidently for the purpose of introducing the covenants in the Act of 1881. This was the *crux* of the case, Were these covenants in accordance with the form given in the Act of 1882? He could not on full consideration bring his mind to think that they were. The form given in the schedule to that Act was a simple form adapted to enable grantors of bills of sale to know their position with reasonable certainty; and he could not think that a bill of sale was in accordance with that form when it was intended by means of those words to introduce a number of clauses of which the grantor knew nothing. It would be a trap for him, and a trap prepared by those who knew what they were about—the money-lenders who were accustomed to draw and prepare bills of sale and knew what they meant to do. At any rate, it was calculated to embarrass him; and his lordship thought it was hit by the very stringent words of section 9 of the Act of 1882. LOPES, L.J., agreed with Lindley, L.J., that the Conveyancing Act of 1881 applied to assignments of personal chattels up to the passing of the Act of 1882, and that it still applied, subject to the provisions of the Act of 1882, so far as they were inconsistent with it. The question was whether the bill of sale was substantially in accordance with the form in the Act of 1882. He thought that it was not so, because of the insertion of the words "as beneficial owner." It was said that they were mere idle words and might be rejected. He thought they could not. They were inserted intentionally, and with the object of introducing the covenants in the Act of 1881. That being so, was the bill of sale in accordance with the form given in the Act of 1882? He thought it was not. The words were perplexing and embarrassing, and they were introduced with a purpose and a meaning of which the grantor had no knowledge. They created a pitfall into which he might fall, and if the court were to hold that a bill of sale containing those words was in accordance with the form given in the Act of 1882, they would be doing a great deal to render the salutory provisions of that Act nugatory. The bill of sale was, therefore, void. Leave was given to appeal to the House of Lords.—COUNSEL, *Cooper Willis*, Q.C., and *Herbert Reed*; *Winslow*, Q.C., and *C. E. Jones*. SOLICITORS, *Coburn & Young*; *Randall & Bucknill*.

CASES AFFECTING SOLICITORS.

Ex parte DIXON, *Re* DAGGATT—C. A. No. 2, 5th February.

BANKRUPTCY—FRAUDULENT PREFERENCE—PAYMENT TO CREDITOR THROUGH SOLICITOR—LIABILITY OF SOLICITOR TO TRUSTEE.

The question in this case was whether a solicitor, through whom a payment had been made by a debtor to a creditor (which payment in the subsequent bankruptcy of the debtor was held to be a fraudulent preference), was liable to the trustee in the bankruptcy for the money so paid. The debtor, who was a partner in a firm, was threatened with an execution on his furniture in respect of a debt for which the bankers of the firm had recovered judgment. The furniture had been bought with money of the debtor's wife, and he wished, if possible, to save the furniture for her. He consulted his solicitor, and asked him whether he could settle the furniture on his wife. The solicitor advised him that this could not be effectually done under the circumstances, and that the only thing he could do was to get his wife's father, who was a wealthy man, to buy the furniture for his wife. It was thought that the father would object to do this if the money which he paid for it was to go to discharge the debts of the firm, and it was arranged that he should pay for it by means of cheques drawn to the order respectively of several private creditors of the debtor. These cheques were accordingly drawn, one of them being drawn to the order of the solicitor himself in respect of a debt due to him, and the cheques were handed to him and by him paid to the respective creditors. The debtor, who was then on the eve of bankruptcy, soon afterwards became bankrupt. A Divisional Court (Cave and Day, JJ.) held that the solicitor was liable to pay to the trustee in the bankruptcy, not only the sum which he had himself received, but also the sums paid to the other creditors in case they should fail to pay them; and this decision was affirmed by the Court of Appeal (Lord ESHER, M.R., and LINDLEY and LOPES, L.JJ.), on the ground that the solicitor knew of the debtor's insolvent condition, and advised and was party to the making of the payments in question. The solicitor had, in fact, suggested the making of payments by way of fraudulent preference, and he was not in the position of a merely innocent agent. He had been too zealous on behalf of his client.—COUNSEL, *R. Vaughan Williams*; *Cooper Willis*, Q.C., and *Sidney Woolf*. SOLICITORS, *Sharpe, Parkers, & Co.*

Re THE GREAT WESTERN (FOREST OF DEAN) COAL CO.—Pearson, J., 4th February.

COMPANY—WINDING UP—OFFICER OF COMPANY—MISFEASANCE—SOLICITOR—COMPANIES ACT, 1862, s. 165.

This was an application by the liquidator of the company, under section

165 of the Companies Act, 1862, to make officers of the company liable for a misfeasance. The respondents to the application were directors and the solicitor of the company, and the question was whether the solicitor was an officer of the company within the meaning of the section. The application was to make the directors and the solicitor jointly and severally liable for the profit made on the re-sale of property to the company. The solicitor had acted as solicitor in the preparation of the conveyances to one Hooper (who was a nominee of the promoters of the company), and from Hooper to the company, in the preparation of the prospectus, and otherwise as solicitor in the promotion, and his name appeared as solicitor of the company in the prospectus. The promoters received a large profit on the re-sale to the company. PEARSON, J., made the order against the directors. But he said that, if the matter were *res integra*, he should have great difficulty in holding that a solicitor was an officer of the company within the meaning of section 165. A banker had been held not to be an officer, and, to his mind, a solicitor stood in the same position to a company as a banker. The solicitor performed certain duties as the company applied to him from time to time; he received from them the same remuneration which he received from other clients. His lordship was at a loss to see how a solicitor, by taking on himself professional duties to a company, placed himself in any other position towards the company than that which he held towards other clients. He was simply a solicitor, and not an officer of the company. The company came to him when they wanted him for ordinary professional work; they could discharge him, or cease to send him work, as and when they pleased. His remuneration was not a salary, but the ordinary solicitor's remuneration, regulated according to a well-established scale. The only case relied on as showing that the solicitor of a company was an officer of the company was *Valpy and Chaplin's case* (L. R. 7 Ch. 289), which on other grounds had been much questioned. In that case the solicitor was not the ordinary solicitor of the company, but had been employed by them in particular transactions, and had taken a mortgage to secure costs due to him from the company. It was held by the Court of Appeal that, inasmuch as the mortgage was not registered in accordance with section 43 of the Companies Act, 1862, it was invalid. But, as Jessel, M.R., said in *Knowles' case* (L. R. 6 Ch. D. 556), to avoid such a mortgage was to impose a penalty of varying amount, in addition to the penalty imposed by the Act. He did not think *Valpy and Chaplin's case* would be followed. Though the words of sections 43 and 165 were the same, the objects of the two sections were different, and he did not think that in construing section 165 he was bound by a decision on section 43.—COUNSEL, *Everitt*, Q.C., and *L. Ryland*; *Cookson*, Q.C., and *Warrington*. SOLICITORS, *Clarke*, *Woodcock*, & *Ryland*; *Wilkins*, *Blyth*, & *Dutton*.

THE LAND LAWS.

WE give below further extracts from the Statement on this subject recently issued by the Council of the Incorporated Law Society. After remarking that "One often hears it asserted by persons unacquainted with our laws that land may be tied up indefinitely, and that herein it differs from stocks or money. Such statements are entirely inaccurate, for land cannot be tied up indefinitely any more than stocks or money can," and giving an account of the existing law as to settlements and the effect of the Settled Land Act, the council proceed to consider the objections to allowing land to be settled. They say:—The late Joseph Kay, Q.C., in his well-known work, "Free Trade in Land," summarizes the objections to settlements of land in the following sentence: "All that the reformers desire is, that the law should not interfere to prevent the sale and breaking up of the great estates, when change of circumstances, or poverty, or misfortune, or bad management, or immorality, would otherwise bring them into the market." This is, no doubt, an excellent summary of what may be called the economic objections; but beyond these there are two others alleged—namely, that the existence of entail makes registration of titles impossible, and that the existing law is objectionable from a social point of view.

1. *Of the Economic Objections to Settlement.*—The objections to settlement from an economic standpoint, would seem to be threefold—viz., (1) That they prevent estates being sold which would otherwise come into the market; (2) that they tend very greatly to retard the progress of agricultural improvement; and (3) that they deprive many landowners of the means of properly managing their estates. The council consider that these economic objections to settlements would be entirely outside their province if they were consistent with fact. Assuming that settlements do prevent estates being sold, it is a question for politicians rather than lawyers to say whether that fact is so detrimental to the nation that the stringent remedy of abolishing the right of settlement must be applied; in other words, whether the diffusion of land, and the multiplication of proprietors, is so clearly good as to render it imperative to make all the land in the kingdom available to that end. The council, however, conceive that it is well within their province to point out that none of the three propositions above formulated can now be supported. As has been already shewn, Lord Cairns' Act makes every acre of settled land in England (with the exception of the chief mansion houses and demesne lands) saleable at the unfettered discretion of the person who is tenant for life within the meaning of the Act, which seems to include the beneficial owner of every kind of limited estate, except a lessee at a rent. The same Act gives the tenant for life most ample powers of improvement, and, further, encourages him to make improvements by permitting him to raise the money for effecting them by sale of parts of the settled property. It also gives him the amplest powers of management, including powers of leasing of the widest character. In short, the council wish to record their deliberate opinion that, under Lord Cairns' Act, a tenant for life has practically, for all proper purposes which a prudent owner would desire to effect, as complete power of selling, leasing, improving, and managing the settled estate as if he were fee-simple owner. In one respect, and in one only, is he restricted. He may not squander the settled capital. If he sells, he must pay the purchase-money either to trustees or into court. If he cuts timber, a certain proportion of the proceeds must go to the trustees. If he leases mines, a similar reserve must be accumulated. Whatever truth, therefore, there may formerly have been in the economic objections, is entirely swept away by the Settled Land Act of 1882. As the president of this society (Mr. Henry Roscoe) truly said in his inaugural address at Liverpool in October last, "At present it is difficult, nay, often impossible, to find a purchaser for land at any reasonable price; not, as is too often assumed by ill-informed or prejudiced persons, because the expense and difficulty of transfer is great—for, under the combined influence of the Settled Land Act, the Conveyancing Act, and the Solicitors' Remuneration Act and Order, these can no longer be alleged with any show of reason—but because, owing to the bad harvests of recent years, and other incidental causes, land as an income-yielding investment is in the highest sense discredited. When this state of things shall have passed away the full effect of the Settled Land Act will be seen, and many a fair domain will pass from its old owners, and will either be broken up, or become the property of some new man better able to do justice to it, and to those who live upon it and by it."

2. *Of Objections on the ground that the existence of Settlements renders Registration of Title impossible.*—It is frequently objected that so long as settlements are permitted no system of registration of title will be practically possible, and that consequently the transfer of land will remain complicated, difficult, and expensive. It seems a sufficient answer to this to point out that millions of pounds of stock are the subject of settlements, and that such settlements in no way affect the registration or transfer of such stock, which is simply registered in the names of the trustees of the settlement, no reference to which appears on the register. No doubt the fact that there is no realty representative known to English law creates a difficulty, but that would be the same whether settlements existed or not. Certainly all such difficulties would vanish without the necessity of abolishing settlements if two simple changes were made—namely, the establishment of a realty representative and the abolition of estates tail. It must also be remembered that, even under the Torrens' system, settlements are permitted, and, according to its author, in no way impede its operation. Assuming that a register, somewhat on Mr. Cookson's plan, were adopted, and a realty representative constituted, and estates tail abolished, a settled estate could be worked on the register as follows: A tenant for life having under the Settled Land Act absolute power of sale might be registered owner. Although in reality life tenant, he would appear on the register as absolute owner, with an inhibition against sale, except on payment of the purchase-money to the persons who are trustees for the purposes of the Act or into court. On a sale by the tenant for life the purchaser would only have to see that he got a transfer from the registered proprietor, and paid his money to the right persons (who would lodge a *caveat*) or into court, as at present. All the trusts of the settlement, and all limited interests, would be kept off the register, being created by a private deed of declaration of trust. On the death of a tenant for life, registered as absolute owner, his realty representative taking the land would see that the proper person was registered as proprietor, subject to the proper restrictions (if any), just as the executor now sees that a mortgage, of which his testator was surviving trustee, is transferred to the new trustees or the proper actual owner. It would be necessary to abolish estates tail, because they are inconsistent with devolution on a realty representative, whose title would be officially shewn by his probate or grant. The onus of deciding as to death and failure of issue should not be thrown on the registrar. It may be objected that it would be better to let trustees be the registered owners, and not the tenant for life; but the answer is obvious that if that were done the tenant for life could not exercise the powers conferred on him by the Settled Land Act without the joinder of the trustees, which would be contrary to the spirit of that Act. Of course the Settled Land Act might be amended as to this, but even then there is a serious objection as to identity of the property. There is no more difficulty in keeping all trusts and powers off the register (or off the title if there be no register), so as not to affect a purchaser or mortgagee, than there is in the case of Consols, which are constantly settled in almost precisely the same way. Before the Settled Land Act it might have been difficult to register settled land, because there was not always a person entitled to sell, but now that a tenant for life is entitled to sell at his own discretion the council are unable to distinguish between such a person for purposes of registration and a fee-simple owner, so far as the outside world are concerned.

3. *Objections to Settlements on Social Grounds.*—We now come to the social objections to settlements, which have a considerable significance, because certain statesmen of influence are known to be more influenced by them than by the economical or legal objections. It is said that, under the existing system, a father, by pressing his son to re-settle the estate on coming of age, practically coerces that son into providing for his unborn issue, and so lessens his control over them when born. It seems sufficient now to say that much of the grandfather's power would be taken away by the abolition of estates tail, whereby land would be placed in the same position as personalty, so that the issue must become absolutely entitled on attaining twenty-one, subject to any power of distribution among issue reserved to the parent. But the statesmen above referred to desire, as it seems, even to abolish settlements of this kind, and it is necessary,

therefore, to give to the question of settlement or no settlement that respectful attention to which anything proceeding from men of their eminence is entitled. Their proposal must logically involve this—that no person ought to be allowed to irrevocably provide for his children, either out of land or out of money, as he may think fit. This question will be examined in the next section.

The council next consider the proposed reform of the law of settlements. They divide the proposed reforms of the law of settlement into three classes—viz., (1) the total abolition of life estates, and an enactment that nothing but absolute ownership shall be permitted; (2) the limitation of the power of settlement, by permitting life estates as at present, but forbidding the reversion to be settled in favour of any unborn person, except the children of a tenant for life, either equally or in such shares as their parent or parents may appoint. This is known as Mr. Shaw Lefevre's scheme. (3) A third plan has also been suggested—viz., the abolition of estates tail.

(1) *The Total Abolition of Settlements.*—Admitting, for the sake of argument, that the abolition of settlement would give a landowner greater freedom in the management of his estate, it must not be assumed that it would quite cure all existing difficulties of management, because so long as the relations of landlord and tenant, or mortgagor and mortgagee, are allowed, an owner of land, who is either a landlord, or a mortgagor, or a tenant, will not have that full power of control over the property, the want of which is made by many the chief objection to life tenancy. However, even admitting that the proposed alteration would have a considerable effect in this direction, it is well to consider what it practically means, and whether the English people are prepared to have their individual liberty curtailed to this extent. It will, too, be conceded on all hands that unless public opinion distinctly approves a sweeping reform such as this, its repeal is only a matter of a few years, and in the meanwhile every effort will be made to invent some legal, and possibly oppressive, subtlety to evade the proposed fetters. In the first place, then, if life estates are to be abolished, all life estates must go. A father must not leave his property to his daughter for life, and after her death to her children, for the daughter's life estate would be subject to all the evils (if such there be) which are alleged against settlements generally. The daughter of a man who has land must therefore be either entirely deprived of a dowry, or the land must be given to her absolutely, which, in spite of the Married Women's Property Act, would, in the majority of cases, place it in the keeping of her husband. Few fathers of girls will contemplate this with equanimity. Similarly, a husband will be unable to give his widow a life estate in any part of his land, nor a jointure charged upon it, for that would interfere with absolute ownership; but he must either give her the land absolutely, leaving it to chance whether she marries again and gives it to her new husband, or wills it to her children. This will scarcely commend itself to husbands. Or, again, a man whose son shews signs of prodigality in his youth will be quite unable to so settle the property as to prevent it being wasted before the son has come to his senses, for he must either give it to him out and out or deprive him of it altogether. It may be said that if a man wants to provide for wife or daughter, or improvident son, he could do so in money and not in land. As, however, has been forcibly pointed out by Mr. Shaw-Lefevre,* "If this were permitted, if settlements of personalty were allowed, but settlements of land were forbidden, it would be an easy matter to make the latter restrictive, for land intended to be settled would be mortgaged to its full value, and the charges thus created would be settled in trust in lieu of the land itself, and so the owner would equally, as now, find himself trammelled by the settlement, and unable to do justice to the land." And, as the right honourable gentleman says, a few lines further on, "It might also be urged that where the only property which a man has is land, it would be hard that he should not be permitted to deal with it as he may with personalty." It would seem, then, that if the total abolition of settlement is to be effective and just, it must be made applicable both to land and money. Mr. Osborne Morgan sees very plainly what sort of a reception such a proposal would be likely to meet with. He says: "It is scarcely too much to say that, to a good many people, a proposal to abolish marriage settlements would be little less startling than a proposal to abolish marriage itself. Even grandfathers have their feelings—nor are fathers or husbands always to be trusted—and few country gentlemen would regard with complacency a measure of law reform which might, in certain eventualities, consign their daughters, or their daughters' offspring, to the workhouse or the streets. A law, therefore, which would permit no limitation of land, except in fee simple, would render it very difficult for a landowner to make a suitable provision for his family after death. Under such a law a country gentleman could not give a life interest or jointure to his widow; he could not make a proper provision for the event of one or more of his children dying under age; he could certainly not protect his daughters or their issue against the rapacity or extravagance of an unprincipled or thriftless husband or father. It is easy to see that such a measure, simple as it sounds, would amount to a social revolution; its consequences would be absolutely incalculable." † To be immediately effective the abolition would have to be retrospective; in other words, would forfeit the property of every person who is entitled to land in reversion. Let us now proceed to the consideration of Mr. Shaw Lefevre's scheme.

(2) *Limitation of Future Settlement.*—Mr. Shaw Lefevre's scheme, which is supported by Mr. Osborne Morgan and Sir Farrer Herschell, is not nearly so drastic a measure. His proposal is that life estates shall be still allowed, but that property shall not be settled on an unborn person except the children of a tenant for life, either equally or in such proportion as the parent or parents may by deed or will appoint. The scheme is made applicable both to land and also to personal estate. It is difficult to understand what such a measure is designed to effect. It does not prevent re-settlement, for, if a father tenant for life wished to have the property re-settled, it is easy to see that sufficient family pressure might be brought to bear upon the eldest son to make a re-settlement, the father appointing the property to him. Moreover, it may be taken that very few settlements are made, and fewer still take effect, in favour of any issue except issue of the settlor or tenant for life. The restriction, therefore, would have comparatively little effect. However, it is not necessary to go any further into this question than to point out that, if life estates are to be allowed at all, it does not seem to matter to the public at large who takes in reversion; and the fact that they are allowed to a limited extent prevents simplicity of title as much as if the present system of settlement remained unaltered.

(3) *Abolition of Estates Tail.*—The third plan, above referred to, is the abolition of estates tail, legal or equitable. If that were carried out, and a realty representative constituted, settlements of land would be placed on the same footing as settlements of stock, and the objection that a son is forced to consent to a re-settlement would lose most of its force. Of course, whatever scheme (if any) be adopted will only apply to future settlements, and will not touch existing vested or contingent interests, which ought clearly to be left unaffected. The council have not referred to the question of primogeniture, both because it appears to them to be a political rather than a legal question, and also because they are quite unable to appreciate the great importance which is attached to it by political speakers, the fact being (as was lately pointed out by Lord Hartington) that everyone now makes a will. Where, however, an intestacy does occur, it is obvious that primogeniture greatly facilitates the free transfer of land, because there is only one person (the heir) to deal with. The experience of lawyers who have to deal with land in Kent (where gavelkind tenure prevails, under which the lands of an intestate descend to all his sons equally instead of to his eldest son) makes it evident that the abolition of primogeniture would, in the few cases in which it occurs, immensely add to the complexity of titles, unless there be a realty representative constituted. The council also consider it to be their duty to press upon any Government which may take up the question of land transfer, the absolute necessity of taking into their counsel practical lawyers thoroughly conversant with all the ramifications and complexities of the existing law. The council is convinced that the unqualified success of the late Conveyancing Acts and Settled Land Act is mainly owing to the fact that their details were not worked out merely in the chambers of a parliamentary draftsman. The failures and successes of the past may afford some guide as to this. The first Contingent Remainder Act (7 & 8 Vict. c. 76) was so ill devised that it had to be repealed the following session, and an Act drafted by Messrs. Christie and Hayes, the conveyancing counsel, substituted for it (8 & 9 Vict. c. 106). The Act 17 & 18 Vict. c. 113 (known as Locke-King's Act), excellent in principle, but defective in its provisions by reason of its author's want of practical acquaintance with the rules of equity which he desired to amend, although containing one section only, required two amending Acts before the desired alteration of the law could be effected. The Yorkshire Registries Act, 1884, was found to require an amending Act in the same session in which it was passed, and another in the subsequent year; and without desiring to wound any susceptibilities, the council may confidently predict that the Bills of Sale Act, 1882, will, sooner or later, have to give way to an enactment less inartifically constructed. On the other hand, the Satisfied Terms Act (8 & 9 Vict. c. 112) may be cited as an instance of technical knowledge skilfully applied. It was drafted by Mr. Christie, cost the public nothing, contained only four short sections, and saved a very large proportion of the costs previously incident to the investigation of the title to property which had been the subject of a family settlement.

Some persons have thought fit to charge the legal profession as a body with dishonest and selfish obstruction to any legislation which has for its object the cheapening of law charges. It is, however, an indisputable fact that the object of all the legislation promoted by conveyancing lawyers during the period since 1830 was, and its effect has been, immensely to lessen the legal costs of dealing with land. The council give a most emphatic denial to the allegation that the legal profession is obstructive to law reform. The fact appearing in the foregoing pages, that all the reforms in conveyancing of the last half century have been initiated by practising lawyers, is surely sufficient refutation of the calumny. But if more be wanted, the council may refer to the report of the Land Transfer Commissioners of 1870, who, discussing the allegation then as now made, that the body of solicitors are hostile to the system of registration of titles, say: "This suggestion does not proceed from the registrar, but is one of common occurrence. It would certainly be strange if there were any truth in such an explanation as this. Those who are capable of taking broad views know well that every reform having the effect of expediting business also tends to increase profits. Those whose view is confined to their own immediate interests would eagerly embrace an opportunity of conducting a series of most profitable transactions, being no less than a sale of all the estates of all their clients, and a sale to the most exacting of purchasers (the registrar), who is bound by law not to be content with less than a valid marketable title, and whose requisitions would bring in a vast crop of business. Moreover, even when the title is on the register, there is the necessity of registering every subsequent transaction, and the chances, with all doubtful instruments, of being referred to the Court of Chancery to have the case argued. There is, doubtless, in all callings of life, a large number of individuals who dislike and suspect all change as such, but these always follow when a lead has once been made in a good direction, and it is clear that the dislike to Lord Westbury's Registration Scheme proceeded from men who honestly tried

* "English and Irish Land Questions," London, 1881, p. 94.
† "Land Law Reform in England," London, 1880, p. 25.

to work it, and who wished for some workable system, and were in such a position that their houses would not only have set an example which, if successful, others must eventually have followed, but would of themselves have supplied the registry with as much business as its staff could discharge." It is a time-honoured but vulgar prejudice of persons ignorant of the law, or the practical working of it, to charge any defect or failure in its operation upon those engaged in it; but the council feel satisfied that in shunning the registration schemes which have been hitherto attempted, conveyancing solicitors have been actuated by no unworthy motive, but solely by regard for the interest and safety of their clients. In conclusion the council have not made any recommendations, because it appears to them that, at the present juncture, they can render more service to the public by affording information than by advocating any particular scheme. But when any definite proposal is placed before Parliament, the council, in accordance with their usual practice, will be prepared to afford all assistance in their power towards the right decision of this important question.

LEGAL APPOINTMENTS.

Sir GEORGE WILLIAM DES VŒUX, K.C.M.G., has been appointed Governor of the Island of Newfoundland. Sir G. Des Vœux is the fifth son of the Rev. Henry Des Vœux. He was born in 1834, and he was educated at the Charterhouse and at Balliol College, Oxford. He was called to the bar in Upper Canada in 1861. He was a stipendiary magistrate for British Guiana from 1863 till 1869, when he was appointed Colonial Secretary and Chief Administrator of the Island of St. Lucia. He became Lieutenant-Governor of Trinidad in 1877, and in 1878 he acted as Governor of Fiji. He was Governor of the Bahamas from May till August, 1880, when he was appointed Governor of Fiji. He was created a Knight Commander of the Order of St. Michael and St. George in 1885.

The Right Hon. JOHN BLAIR BALFOUR, Q.C., M.P., who has been appointed Lord Advocate of Scotland for the second time, is the son of the Rev. Peter Balfour, of Clackmannan, and was born in 1837. He was educated at the Edinburgh Academy and at the University of Edinburgh, and he was admitted a member of the Faculty of Advocates in Scotland in 1861. He became a Queen's Counsel and Solicitor-General for Scotland in 1880, and Lord Advocate in 1881. He went out of office in June, 1885, and he was shortly afterwards elected Dean of the Faculty of Advocates. Mr. Balfour has been M.P. for Clackmannanshire in the Liberal interest since 1880.

The Right Hon. JOHN NAISH, one of the judges of the Court of Appeal in Ireland, who has been appointed Lord High Chancellor of Ireland for the second time, is the son of Mr. Carrol Naish, of Ballycallen, Limerick, and was born in 1841. He was educated at Trinity College, Dublin. He was called to the bar in Ireland in 1865, and he became a Queen's Counsel in 1880. In the same year he became Law Adviser to the Lord-Lieutenant, and he was Solicitor-General for Ireland from 1881 till 1883, when he was appointed Attorney-General, and was sworn a member of the Irish Privy Council. He was elected a bencher of the King's Inns in 1884, and in May, 1885, he became Lord Chancellor, but he went out of office a few weeks afterwards, when he was appointed an additional judge of the Court of Appeal.

The Right Hon. SAMUEL WALKER, Q.C., who has been appointed Attorney-General for Ireland for the second time, is the son of Captain Alexander Walker, and was born in 1832. He was educated at Portarlington School and at Trinity College, Dublin, and he was called to the bar in Ireland in 1855. He became a Queen's Counsel in 1872, a bencher of the King's Inns in 1881, Solicitor-General for Ireland in 1883, and Attorney-General in 1885. He was M.P. for the county of Londonderry in the Liberal interest from January, 1884, till November, 1885.

Mr. ALEXANDER ASHER, Q.C., M.P., who has been appointed Solicitor-General for Scotland for the second time, is the son of Dr. William Asher, of Inveravon, and was born in 1835. He was educated at Elgin Academy and at the University of Edinburgh, and he was admitted a member of the Faculty of Advocates in Scotland in 1861. He became a Queen's Counsel in 1881. He was Solicitor-General for Scotland from August, 1881, till June, 1885. Mr. Asher has been M.P. for Elgin since July, 1881.

Mr. HUGH HYACINTH MACDERMOT, Q.C., who has been appointed Solicitor-General for Ireland for the second time, is the eldest son of Mr. Charles Joseph MacDermot, of Coolavin, Sligo, and was born in 1834. He was called to the bar at Dublin in 1862, and he formerly practised on the Connaught Circuit. He became a Queen's Counsel in 1877, and he was Solicitor-General for Ireland for a few weeks in the spring of last year.

Mr. JAMES BRYCE, D.C.L., M.P., who has been appointed Under-Secretary of State for Foreign Affairs, is the eldest son of Mr. James Bryce, of Glasgow, and was born in 1838. He was educated at the University of Glasgow and at Trinity College, Oxford, where he graduated as a double first (classics and law and modern history) in 1861. He obtained the Gaisford Prize for Greek prose in 1860, the Gaisford Prize for Greek verse and the Vinerian Law Scholarship in 1861, the Craven Scholarship and the Latin Essay Prize in 1862, and the Arnold Prize in 1863. He was afterwards elected a fellow of Oriel College, and he proceeded to the degree of D.C.L. He was called to the bar at Lincoln's-inn in Trinity Term, 1867, and he has practised in the Chancery Division. He was professor of jurisprudence at Owens College, Manchester, from 1870 till 1875, and he was appointed regius professor of civil law at the University of Oxford in 1870, and professor of Roman law and jurisprudence at the Inns of Court in 1878. He was M.P. for the Tower Hamlets in the Liberal interest from April, 1880, till November last, when he was returned for the city of Aberdeen.

Mr. HENRY HARTLEY FOWLER, solicitor, M.P. (of the firm of Fowler & Perks), of 147, Leadenhall-street, and of Wolverhampton, who has been appointed Financial Secretary to the Treasury, is the son of the Rev. Joseph Fowler, and was born in 1830. He was educated at St. Saviour's Grammar School, Southwark, and was admitted a solicitor in 1852. He was M.P. for Wolverhampton in the Liberal interest from April, 1880, till November, 1885, when he was returned for the Eastern Division of that borough. Mr. Fowler is clerk to the South Staffordshire Mines Drainage Commissioners, and an alderman and magistrate for Wolverhampton. He held the office of Under-Secretary of State for the Home Department for a few months in Mr. Gladstone's last administration.

The Right Hon. GEORGE OSBORNE MORGAN, Q.C., M.P., who has been appointed Under-Secretary of State for the Colonies, is the eldest son of the Rev. Morgan Morgan, and was born in 1826. He was educated at Shrewsbury School, and he was formerly scholar of Worcester College, Oxford, where he graduated first class in classics in 1847. He obtained the Craven Scholarship in 1844, the Newdegate Prize in 1846, the English Essay Prize in 1850, and the Eldon Law Scholarship in 1851, and he was afterwards elected to the Stowell Civil Law Fellowship at University College, Oxford. He was called to the bar at Lincoln's-inn in Trinity Term, 1853. He became a Queen's Counsel in 1869, and he was for several years a leader in the court of Vice-Chancellors Stewart, Wickens, and Hall. Mr. Morgan was M.P. for Denbighshire from December, 1868, till November, 1885, when he was returned for the Eastern Division of that county. He was appointed Judge Advocate-General and a Privy Councillor in April, 1880, but he went out of office in June, 1885. He is a bencher of Lincoln's-inn, and a magistrate for Denbighshire.

Mr. JOHN BRAMSTON, D.C.L., Assistant Under-Secretary of State for the Colonies, has been created a Civil Companion of the Order of the Bath. Mr. Bramston is the second son of Mr. Thomas William Bramston, of Skreens, Essex, and was born in 1832. He was educated at Winchester and at Balliol College, Oxford, where he graduated third class in classics and third class in law and modern history in 1854. He was afterwards elected a fellow of All Souls' College, and he proceeded to the degree of D.C.L. He was called to the bar at the Middle Temple in Trinity Term, 1857, and he formerly practised in the Court of Chancery, being also a member of the Home Circuit. He acted as an assistant boundary commissioner under the Reform Act of 1867, and he was private secretary to Sir George Bowen when Governor of Queensland. Mr. Bramston was appointed Attorney-General of Hong Kong in 1873, and he acted for a short time as a puisne judge of the Supreme Court of that colony. He was appointed an Assistant Under-Secretary of State for the Colonies in 1876.

Mr. HENRY CURTIS BENNETT, barrister, has been appointed a Police Magistrate for the Metropolis, in succession to the late Mr. Frederick Flowers. Mr. Bennett is the second son of the Rev. George Peter Bennett, rector of Kelvedon, Essex. He was called to the bar at the Middle Temple in Trinity Term, 1870, and he has practised on the South-Eastern Circuit and at the Essex and Colchester Sessions. He has been for some time a revising barrister.

Mr. HENRY JAMES GODDEN, solicitor, of 21, Lime-street, has been elected Chairman of the Law and City Courts Committee of the Court of Common Council. Mr. Godden was admitted a solicitor in 1842. He is a common councilman for Langbourn Ward.

Sir WILLIAM HARDMAN, barrister, has been appointed Chairman of the Metropolitan Assessment Sessions, on the resignation of Mr. Peter Henry Edlin, Q.C. Sir W. Hardman is the only son of Mr. William Bridge Hardman, of Bury, Lancashire, and was born in 1828. He was educated at Trinity College, Cambridge, and he was called to the bar at the Inner Temple in Easter Term, 1852. He has practised in the Chancery Division and at the Parliamentary Bar, and he was appointed recorder of Kingston in 1875. He is a magistrate for Surrey and Kingston, and a deputy-lieutenant for Surrey, and he has been chairman of the Surrey Sessions since 1877. He received the honour of knighthood in 1885.

Mr. JOHN PARKINSON FFINCH, solicitor (of the firm of Ffinch & Chanter), of Barnstaple and Ilfracombe, has been appointed a Magistrate for the Borough of Barnstaple. Mr. Ffinch was admitted a solicitor in 1857.

Mr. WILLIAM BILLINGS, solicitor, of Leicester, has been elected Chairman of the Leicester Law Society for the ensuing year. Mr. Billings was admitted a solicitor in 1853.

The Hon. EDWARD PEIRSON TREGIER, Secretary of Presentations to the Lord Chancellor, has been created a Civil Companion of the Order of the Bath.

Mr. WILLIAM EDWARD DAVIDSON, barrister, has been appointed Private Secretary and Secretary of Commissions to the Lord Chancellor. Mr. Davidson is the only son of Mr. William Davidson, of Braintree, Essex, and was born in 1853. He was educated at Balliol College, Oxford, where he graduated first class in Natural Science in 1875. He was called to the bar at the Inner Temple in May, 1879, and he practises on the South Wales and Chester Circuit.

Mr. EDWARD JAMES STEPHEN DICEY, barrister, has been created a Civil Companion of the Order of the Bath. Mr. Dicey is the second son

of Mr. Thomas Edward Dicey, of Claybrook Hall, Leicestershire. He was educated at Trinity College, Cambridge, where he graduated as a senior optime, and also in the third class of the classical tripos in 1854, and he was called to the bar at Gray's-inn in Hilary Term, 1875.

Mr. Elkanah Hewitt, solicitor, of Manchester, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Geo. Kirk, solicitor, of No. 1A, Paternoster-row, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. A. Peers Paine, solicitor, of No. 20, Essex-street, Strand, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. William Barstow, solicitor, of Halifax, has been appointed a Magistrate for that borough. Mr. Barstow was admitted a solicitor in 1854.

DISSOLUTIONS OF PARTNERSHIPS.

Alfred Llewellyn Richards and Laurence Richards, solicitors, Swansea (Richards & Richards). Feb. 6. So far as regards the said Alfred Llewellyn Richards.

Christopher Preston and Samuel Hoyle Rothwell, solicitors, Manchester (Preston & Rothwell). Jan. 29. The said Christopher Preston will continue the said practice on his own behalf. [*Gazette*, Feb. 9.]

SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 10th inst., Mr. Edwin Hedger in the chair. The other directors present were Messrs. W. Beriah Brook, J. H. Kays, Richard Pennington, Henry Roscoe, Sidney Smith, W. Melmoth Walters, and J. T. Scott (secretary). A sum of £200 was distributed in grants of relief; eleven new members were admitted to the association, and other general business was transacted.

BIRMINGHAM LAW SOCIETY.

The annual meeting of the Birmingham Law Society was held on the 3rd inst. Mr. C. E. Mathews presided, and there was a large attendance.

The Chairman, in moving the adoption of the report (*ante*, p. 242) referred at some length to the subjects mentioned in it, and among other matters he said that the law lecture fund was not altogether satisfactory. The committee for some time had been very anxious about the classes. They were of very great importance, and in order to keep them properly at work they must have an income of £225 a year. Last year the income was £179, leaving a deficiency of something like £50 to be made up. He urged that the members should take the matter up warmly in order that the scheme of law classes might not ultimately fail.

Mr. J. Slater seconded the resolution, which, after a short discussion, was adopted.

After the election of members of the committee, the Chairman said they had felt that they could not allow Mr. Thomas Horton's period of office as president of the society to expire without making some recognition of the unexampled services he had rendered in recent years to the society and the legal profession. Mr. Horton was elected hon. sec. of the society in 1872, and he held that office for nearly ten years, during which time he did his work with patience, sagacity, and success. In 1882, when he retired from the office of hon. sec., he was appointed president, in which office he continued his labours on behalf of the society and the profession, and when the Incorporated Law Society held its meeting in Birmingham he did the honours of the local society with conspicuous modesty, courtesy, and good feeling. They had a library containing upwards of 10,000 volumes, and that they owed to Mr. Horton. He had not sought any recognition of his services, but the society had raised £100, the interest on which would be spent in the purchase of books, to be presented to the winner of the gold medal among the students of Birmingham. That prize would be known as "the Horton prize." By that means they hoped to perpetuate Mr. Horton's name and keep his memory green when he was no longer able to answer to his name when the muster roll was called. In addition they asked his acceptance of a bit of sterling metal of Birmingham manufacture in the shape of a silver salver, on which was engraved "Presented to Thomas Horton, Esquire, by the members of the Birmingham Law Society in recognition of faithful services. February 3, 1886." They asked him to keep that salver as an heirloom in his family, so that it might serve to remind them of their appreciation of his services, their admiration of his character, and their faithful and personal regard.

Mr. Thomas Horton, who was loudly applauded, expressed his thanks for the acknowledgment they had so cordially made of such services as he had been able to render to their profession in the important offices to which he had been from time to time appointed, and he also thanked the president for his kind references to him and to his work. The form they had allowed their acknowledgment to take in augmenting the only honour they as a society, could bestow upon a diligent student, and to obtain which he must make good use of the material so liberally provided for him by the society, was, to him (Mr. Horton) most gratifying. No one who remembered their old library room in Waterloo-street could look round those rooms without seeing that some good work had been done, and while they tendered their thanks to him for the part he was privileged to take therein, their acknowledgments were also due to those members of their profession who so ungrudgingly and without in many instances the slightest reservation allowed him to select from their libraries any books which he might think fitting to be placed upon the shelves. Their acquisitions from that source represented no small pecuniary amount. In addition, there had to be acknowledged the liberal pecuniary donations from one and all; and last, but not least, must be mentioned the founders and builders up from time to time of the institution, the aims and objects of which he need not refer to. There were some names ever to be received with honour in any meeting of the profession in the town—Clement Ingleby, Arthur Ryland, Thomas Smith James, and one who happily was present that day, their good friend G. J. Johnson. As their past president, he should like to say a few words as to the important position they held as one of the largest and most influential of the provincial law societies, and one which had ever striven to give effect to the main purpose for which it was founded—namely, to uphold the honour of the profession, and aid in the improvement of the law and its administration. The work of many years in that direction had borne good fruit. Their present and future presidents would tell them, as they sat *virtute officii* at the Council Board of their chief society, and heard the record of malpractices read, how rarely the name of Birmingham appeared in the roll, and with what respectful attention any representation they might wish made was received and discussed.

A vote of thanks was passed to the hon. secretary (Mr. Godlee), and a similar vote was accorded to the chairman for presiding on the motion of Mr. T. Horton, seconded by Mr. G. J. Johnson.

THE IRISH INCORPORATED LAW SOCIETY.

An adjourned meeting of the Incorporated Law Society was held on Monday for the consideration of the report of the Legal Reform Committee (*ante*. p. 167). Mr. Henry L. Kiely presided.

The Chairman said they were met to continue a discussion introduced a short time ago upon the resolution—"That this committee is of opinion that it is undesirable that steps should be taken by the Incorporated Law Society to promote an amalgamation of the professions of barristers and solicitors." If any gentleman had an amendment to propose he would be heard.

Mr. W. J. Toomey, LL.D., proposed as an amendment—"That the following resolution be substituted for the resolution of the committee, viz., 'That it is desirable that steps should be taken by the Incorporated Law Society to promote a gradual amalgamation of the professions of barrister and solicitor by the removal of the restrictions which prevent a member of one or either of the professions relinquishing the first.'" He thought that the question of amalgamation should be carried, if at all, on public grounds, and unless public grounds warranted it it should not be done. These public grounds he considered, bore two divisions. First of all they required the best qualified men for the conduct of legal business, and, secondly, they wanted as cheap litigation as possible, consistent with getting the best qualified men. He thought that the first was best to be had by having a larger number of men to select from—men belonging to the two professions. There were on both sides of the profession men particularly qualified to carry on the business on the other side, and therefore he believed that from the larger sphere they would have a better choice. The question of expense was clearly explained in the report, where it was shewn that in nearly every country where the amalgamated system existed the costs were exceedingly small.

Mr. George Fottrell seconded the amendment. He considered the public interests would best be served by allowing free trade in the law, and by allowing one individual, if he saw fit, to work at both professions.

Mr. Hartigan having stated his approval of the resolution of the committee,

Mr. Rosenthal expressed his full concurrence with the resolution, which expressed it as the opinion of the committee that the professions should not be amalgamated, and that no steps should be taken by the society to promote that object. Amalgamation, he said, was nonsense. It would never take place. The two professions were totally different, and they could not without grave injury to the public interests be assimilated.

Mr. Shannon said they should endeavour to make this a final adjudication so far as they could, so that, as far as this profession was concerned, they should put as it were a tombstone upon amalgamation. The real question was whether they would by a sudden wrench abandon the system which has been growing here during so many centuries in favour of a system which was adopted by young communities, because they really had no choice between it and any other. He would press upon the meeting the necessity there was for standing as they were at present, in the ancient ways, and not to attempt to ignore the history of both professions in this country.

Mr. Findlater said he wished to say distinctly that his views were not in favour of the amalgamation of the two professions. He had read the report closely, and he was not convinced by the evidence which it contained that there was any reason why he should change the opinion which he had always entertained on this subject. But from what had been thrown out by Mr. Toomey and other gentlemen, the real question appeared to be that the barrier at present existing between the two professions, and which allowed the bar to be looked upon as the higher and regnant profession, should be removed. In this he entirely concurred. But, he thought, if the duality of the professions should be maintained, it could

be done better by the system here than by any existing in any other country.

After some further discussion,

The CHAIRMAN put the amendment, which was lost.

Mr. WOLFFE moved as an amendment that the words "at present" be inserted after the word "undesirable" in the resolution. He said he thought they were all agreed that at present there should be no amalgamation, but they were also agreed that there were grievances which were duly set forth in the second resolution, and that these were grievances which ought to be removed.

Mr. R. K. CLAY seconded the amendment, upon the ground that if they failed to get the reforms sought for, they could try another method.

Mr. GIVAN, as a member of the Legal Reform Committee, wished to observe that when the reform was under discussion he moved this very amendment, and as they calmly and fully discussed every amendment and suggestion that was made, he was quite satisfied that these words should not be in the report, and for this reason, that it was not referred to them to say what should take place upon any future occasion, nor did they consider it was advisable to keep this burning question open. The question was whether this society should take steps to have the amalgamation of the legal professions brought about.

The CHAIRMAN then put the amendment, which was declared lost.

The CHAIRMAN, in putting the resolution, said he was absolutely opposed to amalgamation, and opposed to it because he thought no man could do more than a certain amount of work, and he thought that every man in the profession knew that it was hard enough to overtake their daily round of work without undertaking duties which they could not overtake. He considered that such a movement, instead of being one in advance, would be a retrograde one. He was disposed to think that in the early history of the world the professions were amalgamated, for there was probably only one class which dispensed the law. At that time there was an amalgamation which would not, perhaps, be acceptable to all the members of the profession. He believed that the clergy administered the law, and that it was an eminent ecclesiastic who occupied the position of Lord Chancellor, but he did not think that such an arrangement would be in accordance with the desires, or perhaps the education, of the present generation.

The motion adopting the resolution was then put and adopted.

LEGAL NEWS.

Vice-Chancellor Bacon on Thursday attained his eighty-eighth year, having been born on February 11, 1798.

Mr. Charles Russell, Q.C., was sworn in Attorney-General on Tuesday before the Lord Chancellor (Lord Herschell), in his lordship's room in the House of Lords.

The *Albany Law Journal* says that in the United States Senate a Bill has been passed to prevent the judges from appointing to office any of their relatives within the degree of first cousin, with an amendment by Mr. Edmunds that it should not be retroactive.

At the Bristol Assizes on Saturday, before Mr. Justice Grove, Walter James Nicholas, solicitor, was charged with forgery. The prosecution had been undertaken at the instance of the Incorporated Law Society of the United Kingdom. The prisoner, says the *Times*, was a solicitor in practice at Bristol. In May, 1885, one Martin, a pensioner, who had formerly been in the Inland Revenue Department, in order to accommodate one Webber, went to the prisoner's office, and agreed to accept a bill at two months to enable Webber to take up some deeds on property belonging to him. The prisoner wrote out the bill, which, at Martin's suggestion, was for £22, Webber wrote his name on it as drawer, and Martin accepted it. At the same time Webber signed an undertaking that Martin should not be liable on it when it became due. Martin, on hearing that this bill had been negotiated, went to the prisoner and complained. The prisoner said he would get the bill back again if Martin would give him another bill in its place. This was on June 24, and a fresh bill for £22 at two months was then drawn up, Martin accepting it, the name of the drawer being left blank, the prisoner saying that Webber was ill in the hospital. Martin, however, stated that he understood Webber was to be the drawer, and that he certainly did not authorize any other person's name to be substituted for Webber's as drawer. Martin never heard of this bill of June 24 again until he saw it at the office of the solicitor for the prosecution on October 10. The bill of May 19 was returned to Martin, who tore it up. In August Martin and Webber went to the prisoner's about renewing the bill of June 24. In the result, Martin accepted a fresh bill at two months, dated August 19, which bore Webber's name as drawer. At that time there was nothing on the face of the bill to shew when it was due. When, however, this bill was handed by one Bendall to the solicitors for the prosecution, the words "due November 1st," had been added, and the date of the bill had been altered from August 19 to August 29 in what was alleged to be the prisoner's writing, which was the forgery charged in this indictment. At the close of the case for the prosecution, his lordship asked if witnesses were to be called for the prisoner, and being answered in the affirmative, said it would be impossible to finish the case that day, and Mr. Mathews had not finished addressing the jury when the judge, at 5.10 p.m., said the case must be adjourned until Monday. Mr. Mathews, in the course of his speech, had said he would call witnesses who would shew that the prisoner had not been guilty of any fraud. The jury, on hearing they were to be locked up, expressed great dissatisfaction, and said they had made up their minds on a verdict, and that that verdict was one of not guilty. His lordship said if they had intimated this at the close of the case for the prosecution he might have accepted the verdict; as it was he doubted if he could do so. After consulting Mr. Justice Stephen, his lordship said that his brother judge was quite clearly of opinion that the case could not be stopped at its present stage. The case must go on, as there was no option in the matter. The jury were then removed, accommodation being provided for them by the sheriff. On Monday, after the jury had heard the evidence of a single witness, they were asked by his lordship if they were of the same opinion as on Saturday, and averdict of not guilty was returned.

The Government of New Zealand notify to the holders of the outstanding 4½ per cent. Five-Thirty Debentures issued under Acts of the General Assembly of New Zealand, intituled respectively the Immigration and Public Works Loan Act, 1870, ditto 1873 and 1874, will be paid off at par on the 1st of August next, at the offices of the Crown Agents for the Colonies, Downing-street, after which date interest will cease.

The prospectus of the Indian Mysore Gold Company (Limited), capital £1,000,000, in shares of £1 each, has been issued. The company has been formed for the purpose of acquiring the unleased and unassigned portion of the concession granted by the Mysore Government, covering about twenty square miles, and known as the Colar Mysore Goldfield of Southern India. The properties to be acquired by the company cover an area of about fifteen square miles. £500,000 of the capital now offered for subscription has been guaranteed by a number of responsible persons. The guarantors will not, however, be entitled to a preferential allotment. The directors are among the guarantors, a list of whom, with dates, and their respective contracts with the vendor, may be seen at the offices of the solicitors. Out of the capital guaranteed as above, £200,000 cash will be set aside for the working capital of the company.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 1.	Appeal Court No. 2.	V. C. Bacon.	Mr. Justice Kay.
Mon., Feb. 15	Mr. Farrer	Mr. King	Mr. Koe	Mr. Leach
Tuesday ... 16	King	Farrer	Clowes	Beal
Wed. 17	Pemberton	King	Koe	Leach
Thur. 18	Ward	Farrer	Clowes	Beal
Friday 19	Koe	King	Koe	Leach
Saturday .. 20	Clowes	Farrer	Clowes	Beal

Date.	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, Feb 15	Mr. Ward	Mr. Jackson	Mr. Pugh
Tuesday 16	Pemberton	Carrington	Lavie
Wednesday 17	Ward	Jackson	Pugh
Thursday 18	Pemberton	Carrington	Lavie
Friday 19	Ward	Jackson	Pugh
Saturday 20	Pemberton	Carrington	Lavie

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GRAHAMSTOWN AND PORT ALFRED RAILWAY COMPANY, LIMITED.—Chitty, J., has fixed Monday, Feb 15, at 12, at the Royal Courts, for the appointment of an official liquidator

INTERNATIONAL ELECTRIC COMPANY, LIMITED.—Petition for winding up, presented Feb 3, directed to be heard before Pearson, J., on Saturday, Feb 13. Hollams and Co, Mincing lane, solicitors for the petitioners

PATENT INVERT SUGAR AND DISTILLERY COMPANY, LIMITED.—Petition for winding up presented Feb 4, directed to be heard before Kay, J., on Saturday, Feb 13. Snell and Co, 2, George st, Mansion House, solicitors for the company

WEST BROMWICH COLLIERY COMPANY, LIMITED.—Creditors are required, on or before March 2, to send their names and addresses and the particulars of their debts or claims to William Henry Pass, Smethwick. Monday, March 8, at 12, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, Feb. 5.]

ASPHALINE COMPANY, LIMITED.—Kay, J., has, by an order dated Jan 7, appointed Walter Thomas Fell, 157, Great Portland st, to be official liquidator

LANCASHIRE COTTON SPINNING COMPANY, LIMITED.—Pearson, J, has, by an order dated Jan 19, appointed James Dawson, 125, Union st, Oldham, to be official liquidator. Creditors are required, on or before March 10, to send their names and addresses and the particulars of their debts or claims to the above. Monday, March 22, at 1, is appointed for hearing and adjudicating upon the debts and claims

LLANGENNECH COAL COMPANY, LIMITED.—Chitty, J., has fixed Wednesday, Feb. 17, at 12, at his chambers, for the appointment of an official liquidator

LONDON AND COUNTY INVESTMENT CORPORATION, LIMITED.—By an order made by Chitty, J., dated Jan 23, it was ordered that the corporation be wound up. Boote, Bolsover st, Regent's park, solicitor for the petitioner

LONSDALE CHAMBERS COMPANY, LIMITED.—Creditors are required, on or befor Feb. 24, to send their names and addresses, and the particulars of their debt or claims, to Sydney Smith, 70, Bishopsgate-street. Wednesday, March 3, at 1, is appointed for hearing and adjudicating upon the debts and claims

LYDNEY AND WIDPOOL IRON ORE COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Jan. 30, it was ordered that the company be wound up. Hoddinott and Co., Moorgate st, solicitors

METROPOLITAN GUARANTEE AND ACCIDENT INSURANCE COMPANY, LIMITED.—Chitty, J., has fixed Thursday, Feb. 18, at 12, at his chambers, for the appointment of an official liquidator

QUEENBOROUGH CEMENT COMPANY, LIMITED.—Kay, J., has fixed Wednesday, Feb 17, at 12, at his chambers, for the appointment of an official liquidator.

REVOLVING BALL FILTER COMPANY, LIMITED.—By an order made by Pearson, J., dated Jan 30, it was ordered that the company be wound up. Beck, East India avenue, petitioner in person

[*Gazette*, Feb. 9]

UNLIMITED IN CHANCERY.

FINSBURY LOAN COMPANY.—Petition for winding up, presented Feb 2, directed to be heard before Chitty, J., at the Royal Courts, on Saturday, Feb 13. Cotton, St Martin's le Grand, solicitor for the petitioner

[*Gazette*, Feb. 5.]

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

HOLLINGWORTH LAKE AND GARDENS COMPANY, LIMITED.—Petition for winding up, presented Feb. 8, directed to be heard before Fox-Bristowe, V.C., at St. George's Hall, Liverpool, on Monday, Feb. 22, at 10.30. Clegg, Oldham, solicitor for the petitioner

OUTWOOD IRON COMPANY, LIMITED.—Petition for winding up, presented Feb. 2, directed to be heard before Bristowe, V.C., at St. George's Hall, Liverpool, on Tuesday, Feb 16, at 10.30. Grundy and Co., Manchester, solicitors for the petitioner

[*Gazette*, Feb. 5.]

LITHGOW BOOT AND SHOE MANUFACTURING COMPANY, LIMITED.—Petition for winding up, presented Jan. 27, adjourned to be heard before Fox-Bristowe, V.C., at St. George's Hall, Liverpool, on Wednesday, Feb. 17, at 10.30. Addleshaw and Warburton, Manchester, solicitors for the petitioner

[*Gazette*, Feb. 9.]

UNLIMITED IN CHANCERY.

NO. 1 RAILWAY HOTEL BENEFIT BUILDING SOCIETY, ACCRINGTON.—Fox-Bristowe, V.C., has fixed Friday, Feb. 19, at 12, at the registrar's chambers, 2, Clarence st, Manchester, for the appointment of an official liquidator

[*Gazette*, Feb. 9.]

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY CLUB OR SOCIETY OF TRADESMEN AND INHABITANTS OF LOPPINGTON, Dickin Arms, Loppington, Salop. Feb 1

FRIENDLY SOCIETY, Wesleyan Methodists' Schoolroom, Oldbury, Worcester. Feb 1

HAND AND HEART RAILWAY SERVANTS' FRIENDLY SOCIETY, Dorset Arms, Leyton rd, Stratford, Essex. Feb 1

[*Gazette*, Feb. 5.]

SUSPENDED FOR THREE MONTHS.

DELPHINIUM LODGE, 103, Nottingham Ancient Imperial United Order of Odd Fellows, Milton's Head, Derby rd, Nottingham. Feb 3

PHŒNIX SOCIETY, Race Horse Inn, Abingdon sq, Northampton. Feb 3

[*Gazette*, Feb. 5.]

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

JENKINS.—Feb. 8, at Drummond House, Inverness, the wife of R. P. Jenkins, solicitor, of a son.

MARRIAGE.

STIGANT—ASHMOLE.—Feb. 4, at St. Paul's Church, West Brixton, Frederick Adam Stigant, solicitor, to Judith Mary, daughter of the late John Ashmole, of Critt Hall, Benenden, near Cranbrook, Kent.

DEATHS.

ASPINALL.—Feb. 5, at 64, Queen's-gardens, Bayswater, John Bridge Aspinall, Esq., Q.C., Recorder of Liverpool and Attorney-General for the County Palatine of Durham, aged 67.

PARKER.—Feb. 8, at 2, Camden-square, N.W., Thomas Parker, solicitor, late of 40, Bedford-row, aged 82.

PURCELL.—Feb. 7, at 4, Pelham-place, South Kensington, Richard Lyndsey Purcell, of the Middle Temple, barrister-at-law.

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.
FRIDAY, Feb. 5, 1886.
RECEIVING ORDERS.

Allnutt, Frank, Paternoster row, Journalist. High Court. Pet Jan 29. Ord Feb 1. Exam Mar 10 at 11.30 at 34, Lincoln's inn fields

Anslow, George John, Union st, Lambeth, Dealer in Scale Boards. High Court. Pet Feb 1. Ord Feb 1. Exam Mar 3 at 11.30 at 34, Lincoln's inn fields

Arnold, William, Borough High st, Southwark, Solicitor. High Court. Pet Jan 28. Ord Feb 1. Exam Mar 10 at 11.30 at 34, Lincoln's inn fields

Aspinall, Harriet, West Vale, nr Halifax, Greengrocer. Halifax. Pet Feb 3. Ord Feb 3. Exam Mar 15

Baker, Joseph, Stoke on Trent, Greengrocer. Stoke upon Trent and Longton. Pet Feb 1. Ord Feb 1. Exam Feb 18 at 2.45

Baulch, John Edward, Stapleton, Gloucestershire, Tea Dealer. Bristol. Pet Feb 2. Ord Feb 2. Exam Feb 19 at 2 at Guildhall, Bristol

Beal, Harvey, Stanvington, Yorks, Farmer. Sheffield. Pet Jan 26. Ord Feb 1. Exam Feb 25 at 11.30

Beer, Charles, Cambridge, Boot Dealer. Cambridge. Pet Feb 1. Ord Feb 1. Exam Feb 24 at 2

Black, John, Kentish Town rd, Pianoforte Key Maker. High Court. Pet Feb 1. Ord Feb 1. Exam Mar 3 at 11.30 at 34, Lincoln's inn fields

Bowyer, John, Llandrinio, Montgomeryshire, Innkeeper. Newtown. Pet Jan 30. Ord Feb 1. Exam Feb 17

Brooks, George, Clifton, Bristol, Lodging House Keeper. Bristol. Pet Jan 21. Ord Feb 2. Exam Feb 19 at 12 at Guildhall, Bristol

Calvert, David, Leadenhall st, Gent. High Court. Pet Jan 11. Ord Feb 2. Exam Mar 10 at 12 at 34, Lincoln's inn fields

Carter, Walter William, Hastings, Grocer. Hastings. Pet Jan 30. Ord Jan 30. Exam Feb 22

Craven, Anne Elizabeth, Westgate, Wakefield, Milliner. Wakefield. Pet Feb 1. Ord Feb 1. Exam Mar 11

Elves, Charles Edward, Commercial rd, Lead Merchant. High Court. Pet Jan 14. Ord Feb 3. Exam Mar 19 at 11.30 at 34, Lincoln's inn fields

Giles, Charlotte Lofts, Bristol, Licensed Victualler. Bristol. Pet Feb 1. Ord Feb 1. Exam Feb 19

Goodwin, John, Melina rd, Shepherd's Bush, Builder. High Court. Pet Feb 2. Ord Feb 2. Exam Mar 12 at 12 at 34, Lincoln's inn fields

Greenhow, William, Loughrigg, nr Ambleside, Westmorland, Farmer. Kendal. Pet Jan 22. Ord Feb 3. Exam Feb 27 at 2 at Courthouse, Townhall, Kendal

Haines, John Pleydell Wilton, Gloucester, Solicitor. Gloucester. Pet Feb 2. Ord Feb 2. Exam Feb 23

Haines, John Poole, Bagendon, Gloucestershire, Esq. Swindon. Pet Feb 3. Ord Feb 3. Exam Mar 10 at 2

Hall, William Thomas, Melton Mowbray, Grocer. Leicester. Pet Feb 1. Ord Feb 2. Exam Feb 10 at 10

Harding, William, Loughborough, Leicestershire, Cabinet Maker. Leicester. Pet Feb 1. Ord Feb 2. Exam Feb 10 at 10

Harper, Edward John, Over, Cheshire, Veterinary Surgeon. Nantwich and Crewe. Pet Feb 1. Ord Feb 1. Exam Feb 16 at 11.30 at Nantwich

Harrison, James, Sunderland, Chemist. Sunderland. Pet Feb 2. Ord Feb 2. Exam Feb 11

Harvey, Walter James, Bishops Stortford, Hertfordshire, Saddler. Hertford. Pet Feb 1. Ord Feb 1. Exam Feb 26

Hilditch, Alfred, Penton st, Pentonville, General Dealer. High Court. Pet Feb 1. Ord Feb 1. Exam Mar 12 at 11 at 34, Lincoln's inn fields

Holman, Thomas, Chilham, Kent, Licensed Victualler. Canterbury. Pet Feb 1. Ord Feb 1. Exam Feb 19

Humphreys, Thomas William, Hamsell st, Costume Manufacturer. High Court. Pet Jan 26. Ord Feb 1. Exam Mar 12 at 11 at 34, Lincoln's inn fields

Hunt, Arthur, Exeter, Chemist. Exeter. Pet Feb 1. Ord Feb 1. Exam Mar 18 at 11

Jensen, Carl Andreas, Hornchurch, Essex, Grocer. Chelmsford. Pet Feb 2. Ord Feb 2. Exam Feb 13 at 11 at Shirehall, Chelmsford

Jones, Evan, Daniel Jones, and David Jones, Ystrad, Glamorganshire, Masons. Pontypridd. Pet Jan 29. Ord Jan 30. Exam Feb 16 at 2

Kellam, Albert Rayson, Cardiff, Tailor. Cardiff. Pet Feb 1. Ord Feb 1. Exam Feb 23 at 2

King, Walter Jesse, Birmingham, Tea Dealer. Birmingham. Pet Jan 26. Ord Feb 2. Exam Mar 2

Kirkbride, Henry Orlando, South Shields, Eating house Keeper. Newcastle on Tyne. Pet Feb 1. Ord Feb 1. Exam Feb 11

Leatherdale, Jonathan, sen, Brighton, Machine Proprietor. Brighton. Pet Jan 27. Ord Feb 1. Exam Feb 25 at 11

Lines, John, Leicester, Box Manufacturer. Leicester. Pet Feb 3. Ord Feb 3. Exam Feb 10 at 10

Lord, John Ashworth, Barrow in Furness, Lancashire, General Dealer. Ulverston and Barrow in Furness. Pet Feb 1. Ord Feb 1. Exam Feb 17 at 3 at Townhall, Barrow in Furness

Lister, John, Shrewsbury, Bootmaker. Shrewsbury. Pet Feb 2. Ord Feb 2. Exam Mar 15 at 1

Oades, Charles, and William Oades, Egham, Surrey, Builders. Kingston, Surrey. Pet Jan 29. Ord Feb 2. Exam Mar 5 at 3

Parkinson, Martha, Oxford, Lodging house Keeper. Oxford. Pet Feb 1. Ord Feb 1. Exam Mar 11

Puddephatt, George, Chesham Bois, Buckinghamshire, Farmer. Aylesbury. Pet Feb 2. Ord Feb 2. Exam Mar 10 at 11.30 at County Hall, Aylesbury

Sharp, Joseph, Barbican, Packing Case Manufacturer. High Court. Pet Feb 2. Ord Feb 3. Exam Mar 16 at 11 at 34, Lincoln's inn fields

Skinner, Robert Pearson, Redcar, Hotel Keeper. Stockton on Tees and Middlesborough. Pet Feb 1. Ord Feb 1. Exam Feb 10 at 10.30

Taylor, Adam, Prisoner in Belle Vue Gaol, Draper. Bolton. Pet Jan 19. Ord Feb 1. Exam Feb 22 at 11

Topps, Simeon, Saintbridge, nr Gloucester, Plasterer. Gloucester. Pet Feb 2. Ord Feb 2. Exam Mar 9

Walker, William, Seaforth, Fish Dealer. Liverpool. Pet Feb 2. Ord Feb 3. Exam Feb 15 at 11.30 at Court house, Government bldgs, Victoria st, Liverpool

Wallers, Charles, Sutton Oak, nr St Helen's, Lancashire, Grocer. Liverpool. Pet Feb 3. Ord Feb 3. Exam Feb 15 at 11 at Court house, Government bldgs, Victoria st, Liverpool

Wensley, Tom, Sampford Peverell, Devon, General Dealer. Exeter. Pet Feb 3. Ord Feb 3. Exam Mar 18 at 11

Wood, Peter, and Arthur Wood, Salford, Lancashire, Bakers. Salford. Pet Jan 21. Ord Feb 3. Exam Feb 17 at 11

Wright, Joseph, Guiseley, Yorks, Draper. Leeds. Pet Feb 2. Ord Feb 2. Exam Mar 2 at 11

RECEIVING ORDER RESCINDED.

Barnard, Arthur, High Holborn, Betting Agent. High Court. Ord Dec 1. Rescis Feb 3

FIRST MEETINGS.

Allnutt, Frank, Paternoster row, Journalist. Feb 12 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Bandy, William, West Bromwich, out of business. Feb 22 at 10. Court house, Oldbury

Bates, Thomas, Bilsington, Kent, Farmer. Feb 12 at 3. Official Receiver, 11, Bank st, Ashford

Beer, Charles, Cambridge, Boot Dealer. Feb 15 at 2. Official Receiver, 5, Petty Cury, Cambridge

Benham, Mary Anne, Belsize rd, Hampstead, Widow. Feb 12 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Blackwell, John (sep estate), High Wycombe, Buckinghamshire, Builder. Feb 17 at 1.15. Red Lion Hotel, High Wycombe

Bowyer, John, Llandrinio, Montgomeryshire, Innkeeper. Feb 15 at 1. Official Receiver, Llanidloes, Montgomeryshire

Boyles, George (sep estate), High Wycombe, Buckinghamshire, Builder. Feb 17 at 1. Red Lion Hotel, High Wycombe

Boyles, George, and John Blackwell, High Wycombe, Buckinghamshire, Builders. Feb 17 at 12.45. Red Lion Hotel, High Wycombe

Briggs, James, Distillery row, Burton Bridge, nr Barnsley, Labourer. Feb 15 at 12. Official Receiver, 3, Eastgate, Barnsley

Bunt, Edward John, Manchester, Confectioner. Feb 16 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester

Carter, Walter William, Hastings, Grocer. Feb 12 at 2. Gausden and Dawson, 40, Robertson st, Hastings

Craven, Anne Elizabeth, Westgate, Wakefield, Milliner. Feb 12 at 12. Official Receiver, Southgate chbrs, Southgate, Wakefield

Culver, Frederick, Ramsgate, Whitesmith. Feb 13 at 12.30. Bankruptcy bldgs, Portugal st

Curteis, Samuel, Sudbury, Gent. Feb 10 at 12. Ewen and Roberts, 42, Outer Temple, 222 and 225, Strand

David, Thomas, Cardiff, Boot Dealer. Feb 16 at 2.30. Official Receiver, 3, Crockherbtown, Cardiff

Dixon, John English, and Herbert Keyworth, Nottingham, Leather Dressers. Feb 12 at 12. Official Receiver, 1, High pavement, Nottingham

Dolman, Abel Upton, Birmingham, Commission Agent. Feb 12 at 3. Official Receiver, Birmingham

Fletcher, Alfred, Mayo rd, Croydon, Dairyman. Feb 12 at 12. Official Receiver, 109, Victoria st, Westminster

Gibson, Frederick William, Leeds, Tea Dealer. Feb 15 at 11. Official Receiver, St. Andrew's chbrs, 22, Park row, Leeds

Giles, Charlotte Lofts, Bristol, Licensed Victualler. Feb 15 at 3. Official Receiver, Bank chbrs, Bristol

Hagan, Albert, Water lane, Great Tower st, Shipbroker. Feb 15 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Haines, John Pleydell Wilton, Gloucester, Solicitor. Feb 13 at 3. Official Receiver, 15, King st, Gloucester

Hall, William Thomas, Melton Mowbray, Grocer. Feb 16 at 12. Official Receiver. 28, Friar lane, Leicester
Harding, William, Loughborough, Leicestershire, Cabinet Maker. Feb 16 at 3. Official Receiver, 28, Friar lane, Leicester
Harvey, Walter James, Bishops Stortford, Hertfordshire, Saddler. Feb 15 at 1. George Hotel, Bishops Stortford, Herts
Heath, Vernon, Piccadilly, Photographer. Feb 12 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Howe, John, Leamington, Warwickshire, Tallow Chandler. Feb 15 at 11. Official Receiver, 17, Hertford st, Coventry
Inch, John, Crediton, Devon, Builder. Feb 13 at 10. Official Receiver, 13, Bedford circus, Exeter
Jackson, George, Seaton Ross, Yorks, Boot Maker. Feb 13 at 12. Official Receiver, 17, Blake st, York
Jones, Thomas Oliver Sturges, address unknown, Tutor. Feb 12 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Kilby, William, Willesden Green, Timber Merchant. Feb 15 at 12. 33, Carey st, Lincoln's inn
King, Walter Jesse, Birmingham, Tea Dealer. Feb 15 at 11. Official Receiver, Birmingham
Kirkbride, Henry Orlando, South Shields, Eating-house Keeper. Feb 15 at 11. Official Receiver, Pink lane, Newcastle on Tyne
Lake, James, Chatsworth rd, Clapton pk, Grocer. Feb 17 at 11. 33, Carey st, Lincoln's inn
Leatherdale, Jonathan, sen, Brighton, Machine Proprietor. Feb 12 at 12. Official Receiver, 39, Bond st, Brighton
Lines, John, Leicester, Box Manufacturer. Feb 17 at 3. Official Receiver, 28, Friar lane, Leicester
Lord, John Ashworth, Barrow in Furness, Lancashire, General Dealer. Feb 17 at 12. Official Receiver, 2, Paxton terr, Barrow in Furness
Marsh, George, Portsea, Hants, Licensed Victualler. Feb 15 at 3. Official Receiver, 166, Queen st, Portsea
Miller, Charles Squire, East st, Walworth, Baker. Feb 15 at 2. 33, Carey st, Lincoln's inn
Mucklow, John, Leadenham, Lincolnshire, Farmer, Feb 25 at 12.30. Official Receiver, 2, St Benedict's sq, Lincoln
Patmore, Richard William, Fyfield Hall, Essex, Farmer. Feb 12 at 11. Shirehall, Chelmsford
Pearse, John, Minehead, Somerset, Builder. Feb 13 at 11. Official Receiver, 9, Middle st, Taunton
Pilbrow, E. F., Margate, Hotel Proprietor. Feb 13 at 11.30. Bankruptcy bldgs, Portugal st
Queenborough, John, Boston, Lincolnshire, Chemist. Mar 4 at 12. Official Receiver, 48, High st, Boston
Rees, William Harries, Haverfordwest, Chemist. Feb 12 at 11. Official Receiver, 11, Quay st, Carmarthen
Rohrbach, Friedrich Ludwig, Old Compton st, Soho, Butcher. Feb 15 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Rowland, James, Boston, Lincolnshire, Fisherman. Mar 4 at 12.30. Official Receiver, 48, High st, Boston
Ryding, Henry, Penwortham, nr Preston, Beerseller. Feb 2 at 3. Official Receiver, 14, Chapel st, Preston
Styles, Joseph, Canterbury, Licensed Victualler. Feb 12 at 10. 32, St George's st, Canterbury
Taverner, William George, Lebanon gdns, Wandsworth, Vocalist. Feb 12 at 3. Official Receiver, 109, Victoria st, Westminster
Taylor, Adam, Prisoner in Belle Vue Gaol, Draper. Feb 15 at 12. 16, Wood st, Bolton
Walker, John Henry, Hatfield Perverel, Essex, Brick Merchant. Feb 12 at 3. Auction Mart, Tokenhouse yard
Walker, William, Handsworth, Staffordshire, Brewer. Feb 12 at 11. Official Receiver, Birmingham
Wensley, Tom, Sampford Peverell, Devon, General Dealer. Feb 17 at 10. King's Arms, Wellington
Whaley, William, Scarborough, Lodging-house Keeper. Feb 12 at 11.30. Official Receiver, 74, Newborough st, Scarborough
Wiggins, Mary Roberts, Princess st, Barnsley, Dressmaker. Feb 15 at 11.30. Official Receiver, 3, Eastgate, Barnsley

The following amended notice is substituted for that published in the London Gazette of Feb 2.

Evans, Benjamin Arthur, Westfield, Nottinghamshire, Grocer. Feb 12 at 12. Official Receiver, 2, St Benedict sq, Lincoln

ADJUDICATIONS.

Amies, Charles, Loose, Kent, Stone Quarry Proprietor. Maidstone. Pet Jan 16. Ord Feb 2
Attrill, Arthur, Rookley, nr Newport, Isle of Wight, Baker. Newport and at Ryde. Pet Jan 19. Ord Jan 29
Bandy, William, Westbromwich, out of business. Oldbury. Pet Jan 27. Ord Jan 30
Barne, William Charles, Petersham, Retired Officer. High Court. Pet Oct 19. Ord Feb 1
Batt, Edward, Southsea, Advertising Agent. Portsmouth. Pet Dec 18. Ord Jan 28
Bunt, Edward John, Manchester, Confectioner. Manchester. Pet Jan 25. Ord Feb 3
Carter, Walter William, Hastings, Grocer. Hastings. Pet Jan 30. Ord Feb 1
Craven, Anne Elizabeth, Westgate, Wakefield, Milliner. Wakefield. Pet Feb 1. Ord Feb 1
Elliott, Frederick Herbert, Barbican, Importer of Fancy Goods. High Court. Pet Jan 28. Ord Feb 2
Fears, Henry, jun, Newhaven, Sussex, Plumber. Lewes and Eastbourne. Pet Jan 18. Ord Feb 1
Gibson, Frederick William, Leeds, Tea Dealer. Leeds. Pet Jan 27. Ord Jan 29
Giles, Charlotte Lofts, Bristol, Licensed Victualler. Bristol. Pet Feb 1. Ord Feb 2
Herd, James, Brighton, Licensed Victualler. Brighton. Pet Jan 5. Ord Feb 3
Jensen, Carl Andreas, Hornchurch, Essex, Grocer. Chelmsford. Pet Feb 2. Ord Feb 2
Jones, Evan, Daniel Jones, and David Jones, Ystrad, Glamorganshire, Masons. Pontypridd. Pet Jan 29 Ord Feb 2
Lake, James, Chatsworth rd, Clapton pk, Grocer. High Court. Pet Jan 27. Ord Feb 2
Lawrence, Alfred Charles, High st, Bromley, Clothier. Croydon. Pet Jan 18. Ord Jan 28
Mason, James Sarsfield, Cardiff, Pork Butcher. Cardiff. Pet Jan 28. Ord Feb 1
Mobbs, William, Leicester, Photographer. Leicester. Pet Dec 29. Ord Feb 3
Morritt, Charles, Briggate, Leeds, Licensed Victueller. Leeds. Pet Jan 30. Ord Feb 2
Nicholl, Ann, Halifax, Finisher. Halifax. Pet Jan 30. Ord Feb 1
Scott, John William, Keighley, Timber Merchant. Bradford. Pet Jan 4. Ord Jan 30
Scott, Thomas, William Johnston Scott, and John Scott, Haltwhistle, Northumberland, Painters. Carlisle. Pet Jan 18. Ord Feb 1
Skerner, John, Westbromwich, Staffordshire, Grocer. Oldbury. Pet Jan 28. Ord Jan 30
Skinner, Robert Pearson, Redcar, Hotel Keeper. Stockton on Tees and Middlesborough. Pet Feb 1. Ord Feb 1
Smith, John, Brighton, Beer Retailer. Brighton. Pet Jan 26. Ord Feb 2
Spink, Edward, Wilstrop, Yorks, Farmer, York. Pet Jan 12. Ord Feb 1
Phillips, John, Liverpool st, Walworth, Engineer. High Court. Pet Jan 30. Ord Feb 3
Thomas, Inkerman Albert, Devonport, Hairdresser. East Stonehouse. Pet Jan 25. Ord Feb 3
Wensley, Tom, Sampford Peverell, Devon, General Dealer. Exeter. Pet Feb 3. Ord Feb 3
Wentworth, William Digby, Clarges st, Mayfair, Gent. High Court. Pet Nov 5. Ord Feb 1
Wheeler, William H, Bassien pk rd, Shepherd's Bush, Builder. High Court. Pet Dec 21. Ord Feb 2
Wright, Joseph, Guiseley, Yorks, Draper. Leeds. Pet Feb 2. Ord Feb 3

ADJUDICATION ANNULLED.

Casey, Oscar James, Cumberland st, Warwick sq, Architect. Portsmouth. Adjud Nov 23. Annul Jan 29

TUESDAY, Feb. 9, 1886.

RECEIVING ORDERS.

Barr, Robert, Swansea, Tailor. Swansea. Pet Feb 5. Ord Feb 5. Exam Feb 24
Beardmore, Theophilus, Roebuck Inn, Hanley, Innkeeper. Hanley, Burslem, and Tunstall. Pet Jan 25. Ord Feb 4. Exam Feb 26 at 11 at Townhall, Hanley
Belfield, James, Burslem, Fish Salesman. Hanley, Burslem, and Tunstall. Pet Feb 4. Ord Feb 4. Exam Feb 26 at 11 at Townhall, Hanley
Blakeley, Edward Francis, South Benfleet, Essex, Grocer. Chelmsford. Pet Feb 5. Ord Feb 5. Exam Feb 13 at 12 at Shirehall, Chelmsford
Bowerman, Richard, Hanworth rd, Hounslow, Grocer. Brentford. Pet Feb 4. Ord Feb 4. Exam Mar 9 at 2
Collard, Albert John, Newmarket, Suffolk, Grocer. Cambridge. Pet Feb 4. Ord Feb 4. Exam Feb 24 at 2
Cragg, William, Cartmel, Lancashire, Nurseryman. Ulverston and Barrow in Furness. Pet Feb 5. Ord Feb 5. Exam Feb 22 at 2.30 at Temperance Hall, Ulverston
Craggs, Edward William, Hereford, Dealer in Fancy Goods. Hereford. Pet Feb 6. Ord Feb 6. Exam Feb 19
Dixon, Thomas, Aikton, Cumberland, Farmer. Carlisle. Pet Feb 6. Ord Feb 6. Exam Feb 22 at 11 at Court house, Carlisle
Grayson, Alfred, Victoria terr, Mortlake, Builder. Wandsworth. Pet Feb 2. Ord Feb 2. Exam Mar 11
Hall, James Alexander, Newton Heath, Lancashire, Grocer. Manchester. Pet Jan 11. Ord Feb 4. Exam Feb 22 at 12.30
Harris, Philip G, and J N Budd, Tenby, Wine Merchants. Pembroke Dock. Pet Jan 21. Ord Feb 5. Exam Feb 17 at 11.30
Hatch, George, Manchester, Bootmaker. Manchester. Pet Jan 25. Ord Feb 4. Exam Feb 22 at 12 30
Hubbard, William, Brockdish, Norfolk, Grocer. Ipswich. Pet Feb 5. Ord Feb 5. Exam Feb 19 at 11
Marshall, Charles Edward, Rhode st, Chatham, Builder. Rochester. Pet Feb 6. Ord Feb 6. Exam Mar 4 at 2
Matthews, Thomas, Farnham, Surrey, Brewer. Guildford and Godalming. Pet Feb 6. Ord Feb 6. Exam Mar 18 at 1 at Townhall, Guildford
Molteni, Alexander, Newcastle upon Tyne, Cabinet Maker. Newcastle upon Tyne. Pet Feb 6. Ord Feb 6. Exam Feb 18
Nichols, Frederick William Whitter, Aberdare, Boot Dealer. Aberdare. Pet Feb 4. Ord Feb 4. Exam Feb 22 at 10 30 at Temperance Hall, Aberdare
Nicholson, Joseph Alfred, jun, Swansea, Importer of Iron Ore. High Court. Pet Feb 4. Ord Feb 4. Exam March 11 at 11.30 at 34, Lincoln's inn fields
Picken, Emanuel, Wolverhampton, Oil Dealer. Wolverhampton. Pet Feb 3. Ord Feb 4. Exam Mar 16
Price, Charles, Newport, Mon, Cabinet Maker. Newport, Mon. Pet Feb 4. Ord Feb 4. Exam Feb 18 at 11
Rayner, Arthur Senior, Huddersfield, Dealer in Fancy Wares. Huddersfield. Pet Feb 5. Ord Feb 5. Exam Mar 8 at 11
Sanders, Frederick Alexander, Ryde, Isle of Wight, Grocer. Newport and Ryde. Pet Feb 3. Ord Feb 3. Exam Mar 3
Simpson, William, residence unknown, Grocer. High Court. Pet Jan 14. Ord Feb 4. Exam Mar 16 at 11 at 34, Lincoln's inn fields
Stone, Frank Charles John, Bristol, Bookseller. Bristol. Pet Feb 4. Ord Feb 4. Exam Mar 5 at 12 at Guildhall, Bristol
Thompson, Horace Vincent, Tilshead, Wilts, Clerk in Holy Orders. Bath. Pet Feb 6. Ord Feb 6. Exam Mar 4 at 11.30
Topp, Samuel Bertie, Newbury, Berks, Bootmaker. Newbury. Pet Feb 3. Ord Feb 3. Exam Mar 10 at 2
Triggs, Henry, Steyning, Sussex, out of employment. Brighton. Pet Feb 5. Ord Feb 6. Exam Feb 25 at 11
Unsworth, John Thomas, Barrow in Furnace, Hatter. Ulverston and Barrow in Furness. Pet Feb 4. Ord Feb 5. Exam Feb 17 at 3 at Townhall, Barrow in Furness
Walters, John Stephen, Chepstow, Innkeeper. Newport, Mon. Pet Feb 6. Ord Feb 6. Exam Feb 18 at 11.30
Williams, Alfred, Clynderwen, Carmarthenshire, Innkeeper. Carmarthen. Pet Feb 4. Ord Feb 4. Exam Feb 13
Yeowart, Ellen, Manchester, Milliner. Manchester. Pet Feb 4. Ord Feb 4. Exam Feb 22 at 12.30

RECEIVING ORDER RESCINDED.

Field, John Johnson, Kingston upon Hull, Merchant. Kingston upon Hull. Ord Aug 24. Rescind Feb 4

FIRST MEETINGS.

Aspinall, Harriet, West Vale, nr Halifax, Greengrocer. Feb 18 at 11. Official Receiver, Townhall chbrs, Halifax
Baker, Joseph, Stoke upon Trent, Greengrocer. Feb 18 at 12. Official Receiver, Newcastle under Lyme
Barnard, Emma, Southtown, Suffolk, Boatowner. Feb 16 at 2.30. Lovewell Blake, South Quay, Great Yarmouth
Barr, Robert, Swansea, Tailor. Feb 19 at 11. 6, Rutland st, Swansea
Baulch, John Edward, Stapleton, Gloucestershire, Tea Dealer. Feb 16 at 12.30. Official Receiver, Bank chbrs, Bristol
Beal, Harvey, Spannington, Yorks, Farmer. Feb 17 at 12. Official Receiver, Fig Tree lane, Sheffield
Beardmore, Theophilus, Hanley, Staffordshire, Innkeeper. Feb 17 at 4. Official Receiver, Newcastle under Lyme
Belfield, James, Burslem, Staffordshire, Fish Salesman. Feb 18 at 10.30. Official Receiver, Newcastle under Lyme
Biggs, John, Crondall st, Hoxton, Tin Plate Worker. Feb 18 at 12. 33, Carey st, Lincoln's inn
Billing, Herbert Hutley, Dollis rd, Church End, Finchley, Builder. Feb 16 at 11.30. 28 and 29, St Swithin's lane
Brooks, George, Clifton, Bristol, Lodging house Keeper. Feb 16 at 1. Official Receiver, Bank chbrs, Bristol
Bruce, Robert, Bungay, Suffolk, Licensed Victualler. Feb 16 at 3.15. Blake, South Quay, Great Yarmouth
Burroughes, Thomas, Lowestoft, Suffolk, Grocer. Feb 17 at 11.30. Official Receiver, 8, King st, Norwich
Bush, William, North st, Limehouse fields, Fish Curer. Feb 17 at 2. 33, Carey st, Lincoln's inn
Collard, Albert John, Newmarket, Suffolk, Grocer. Feb 18 at 12. Official Receiver, 5, Petty Cury, Cambridge
Dards, Joseph, Kennington pk rd, Lighterman. Feb 17 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Dixon, Thomas, Aikton, Cumberland, Farmer. Feb 22 at 12. Official Receiver, 34, Fisher st, Carlisle

Driver, Jane, Windsor, Widow. Feb 17 at 3. Official Receiver, 109, Victoria st, Westminster

Goettler, John, Spencer st, Goswell rd, Watchmaker. Feb 22 at 11. 33, Carey st, Lincoln's inn

Grayson, Alfred, Victoria terr, Mortlake, Builder. Feb 18 at 3. Official Receiver, 109, Victoria st Westminster

Haines, John Poole, Bagendon, Gloucestershire, Esquire. Feb 18 at 11.30. Spread Eagle Hotel, Gloucester

Hall, James Alexander, Newton Heath, Lancashire, Grocer. Feb 22 at 3.45. Official Receiver, Ogden's chbrs, Bridge st, Manchester

Hardy, James, Vineyard walk, Clerkenwell, Coach Painter. Feb 18 at 11. 33, Carey st, Lincoln's inn

Harper, Edward John, Over, Cheshire, Veterinary Surgeon. Feb 16 at 10.15. 162, Hospital st, Nantwich

Harrison, James, Sunderland, Chemist, Feb 17 at 2.30. Law Society, 32, John st, Sunderland

Hatch, George, Manchester, Boot Maker. Feb 22 at 3.30. Official Receiver, Ogden's chbrs, Manchester

Herman, Thomas, Gt. Yarmouth, Beerhouse Keeper. Feb 16 at 3. Lovewell Blake, South Quay, Gt. Yarmouth

Homes, Frederick, Gt. Yarmouth, Moulder. Feb 16 at 2.15. Lovewell Blake, South Quay, Gt. Yarmouth

Huggins, George, Sedgeford, Norfolk, Grocer. Feb 17 at 11. Official Receiver, 8, King st, Norwich

Jenson, Carl Andreas, Hornchurch, Essex, Grocer. Feb 16 at 4. County court, Romford

Jones, Evan, Daniel Jones, and David Jones, Ystrad, Glamorganshire, Masons, Feb 16 at 12. Court house, Pontypridd

Marshall, Charles Edward, Chatham, Builder. Feb 20 at 11.30. Official Receiver, Eastgate, Rochester

Mason, James Sarsfield, Cardiff, Pork Butcher. Feb 17 at 11. Official Receiver, 3, Crockherbtown, Cardiff

Molteni, Alexander, Newcastle on Tyne, Cabinet Maker. Feb 20 at 11. Official Receiver, Pink lane, Newcastle on Tyne

Nichols, Frederick William Whitter, Aberdare, Boot Dealer. Feb 18 at 12. Official Receiver, Merthyr Tydfil

Picken, Emanuel, Wolverhampton, Oil Dealer. Feb 18 at 4. Official Receiver, St Peter's close, Wolverhampton

Price, Charles, Newport, Mon, Cabinet Maker. Feb 18 at 12. Official Receiver, 12, Tredegar pl, Newport, Mon

Puddephatt, George, Chesham Bois, Buckinghamshire, Farmer. Feb 17 at 1.20. Red Lion Hotel High Wycombe

Rayner, Arthur Senior, Huddersfield, Dealer in Fancy Wares. Feb 19 at 3. Official Receiver, Albert bldgs, New st, Huddersfield, Yorks

Sanders, Frederick Alexander, Ryde, Isle of Wight, Grocer. Feb 17 at 1. Official Receiver, Newport, Isle of Wight

Skinner, Robert Pearson, Redcar, Yorkshire, Hotel Keeper. Feb 16 at 11. Official Receiver, 8, Albert rd, Middlesborough

Stone, Frank Charles John, Bristol, Bookseller. Feb 18 at 12.30. Gt Western Hotel, Paddington

Topps, Simeon, Saintbridge, nr Gloucester, Plasterer. Feb 16 at 3. Official Receiver, 15, King st, Gloucester

Unsworth, John Thomas, Barrow in Furness, Hatter. Feb 17 at 1. Official Receiver, 2, Paxton terr, Barrow in Furness

Walters, John Stephen, Chepstow, Mon, Innkeeper. Feb 16 at 12.30. Official Receiver, 12, Tredegar pl, Newport, Mon

Wells, William, Birmingham, Rag Merchant. Feb 16 at 11. Luke Jesson Sharp, Official Receiver, Birmingham

Wheeler, William H., Bassein pk rd, Shepherd's Bush, Builder. Feb 17 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Wood, Peter, and Arthur Wood, Salford, Lancashire, Bakers. Feb 17 at 11.30. Court house, Encombe pl, Salford

Wright, Joseph, Guiseley, Yorks, Draper. Feb 16 at 3. Official Receiver, St Andrew chbrs, 22, Park row, Leeds

Yeowart, Ellen, Manchester, Milliner. Feb 22 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester

The following amended notices are substituted for those published in the London Gazette of Feb 5.

Harding, William, Loughborough, Leicestershire, Cabinet Maker. Feb 16 at 12.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Ryding, Henry, Penwortham, nr Preston, Beerseller. Feb 12 at 3. Official Receiver, 14, Chapel st, Preston

ADJUDICATIONS.

Allnutt, Frank, Paternoster row, Journalist. High Court. Pet Jan 29. Ord Feb 4

Aspinall, Harriet, West Vale, nr Halifax, Greengrocer. Halifax. Pet Feb 3. Ord Feb 5

Baker, Joseph, Stoke upon Trent, Greengrocer. Stoke upon Trent and Longton. Pet Feb 1. Ord Feb 1

Bartels, Ernest Albert, Harringay pk, Crouch End, Stockbroker. High Court. Pet Dec 14. Ord Feb 5

Baulch, John Edward, Stapleton, Gloucestershire, Tea Dealer. Bristol. Pet Feb 2. Ord Feb 6

Beardmore, Theophilus, Hanley, Innkeeper. Hanley, Burslem, and Tunstall. Pet Jan 25. Ord Feb 5

Beer, Charles, Cambridge, Boot Dealer. Cambridge. Pet Feb 1. Ord Feb 6

Belt, Richard, William st, Lowndes sq, Sculptor. High Court. Pet Dec 12. Ord Feb 4

Black, John, Kentish Town rd, Pianoforte Key Maker. High Court. Pet Feb 1. Ord Feb 5

Blakeley, Edward Francis, South Benfleet, Essex, Grocer. Chelmsford. Pet Feb 5. Ord Feb 5

Bradshaw, John, Fleetwood, Lancashire, Ship Owner. Preston. Pet Jan 23. Ord Feb 6

Bratley, William Henry Bemrose, Boston, Lincolnshire, late Savings' Bank Actuary. Boston. Pet Dec 19. Ord Feb 6

Brooks, Edward, High st, Shoreditch, Pawnbroker. High Court. Pet Dec 16. Ord Feb 5

Brooks, George, Clifton, Bristol, Lodging house Keeper. Bristol. Pet Jan 21. Ord Feb 6

Churchward, Richard, Aldershot, out of business. Guildford and Godalming. Pet Nov 19. Ord Feb 6

Collard, Albert John, Newmarket, Suffolk, Grocer. Cambridge. Pet Feb 4. Ord Feb 4

Ellington, Henry Leonard, Trinity sq, Southwark, no occupation. High Court. Pet Jan 8. Ord Feb 2

Evans, Owen, Conway, Carnarvonshire, Bookseller. Bangor. Pet Jan 19. Ord Feb 6

Fidgen, James, High rd, Kilburn, Carter. High Court. Pet Jan 11. Ord Feb 6

Furtwangler, Andreas, Strand, Watch Maker. High Court. Pet Jan 1. Ord Feb 6

Gardner, George, Eastry, Kent, Farmer. Canterbury. Pet Jan 19. Ord Feb 4

Hall, James Alexander, Newton heath, Lancashire, Grocer. Manchester. Pet Jan 11. Ord Feb 5

Harper, Edward John, Over, Cheshire, Veterinary Surgeon. Nantwich and Crewe. Pet Feb 1. Ord Feb 5

Hatch, George, Manchester, Boot Maker. Manchester. Pet Jan 25. Ord Feb 5

Helliwell, James, Hebden Bridge, Yorks, Auctioneer. Burnley. Pet Jan 16. Ord Feb 4

Hubbard, William, Brockdish, Norfolk, Grocer. Ipswich. Pet Feb 5. Ord Feb 5

Jones, John, sen, Cardiff, Builder. Cardiff. Pet Jan 5. Ord Feb 4

Jones, Kyffin, Ruthin, Denbighshire, Hotel Keeper. Wrexham. Pet Jan 23. Ord Feb 5

Kellam, Alfred Rayson, Cardiff, Tailor. Cardiff. Pet Feb 1. Ord Feb 3

Kirkbride, Henry Orlando, South Shields, Eating house Keeper. Newcastle on Tyne. Pet Feb 1. Ord Feb 5

Long, Daniel, Gloucester, Fishmonger. Gloucester. Pet Jan 15. Ord Feb 5

Marshall, Charles Edward, Chatham, Builder. Rochester. Pet Feb 6. Ord Feb 6

McClory, Owen, Canterbury, Saddler. Canterbury. Pet Jan 21. Ord Feb 5

Moore, James, Bournemouth, Ironmonger. Poole. Pet Jan 20. Ord Feb 6

Mucklow, John, Leadenham, Farmer. Boston. Pet Jan 28. Ord Feb 6

Nichols, Frederick William Whitter, Aberdare, Boot Dealer. Aberdare. Pet Feb 4. Ord Feb 4

Onslow, George John, Union st, Lambeth, Dealer in Scale Boards. High Court. Pet Feb 1. Ord Feb 4

Shearman, Henry Franklin, Lowfield Heath, Reigate, Manager of Agricultural Agency. Brighton. Pet Nov 18. Ord Feb 4

Sprague, Sidney Davis, Guildford, late Music Publisher. Guildford and Godalming. Pet June 27. Ord Feb 6

Strathern, Daniel Muncaster, Rhyl, Flintshire, Bookseller and Stationer. Bangor. Pet Jan 19. Ord Feb 4

Taverner, William George, Lebanon gdns, Wandsworth, Vocalist. Wandsworth. Pet Jan 28. Ord Feb 5

Taylor, Adam, Prisoner in Belle Vue Gaol, Draper. Bolton. Pet Jan 19. Ord Feb 3

Taylor, Thomas Gideon, Crayford, Kent, Grocer. Rochester. Pet Jan 22. Ord Feb 6

Topps, Simeon, Saintbridge, near Gloucester, Plasterer. Gloucester. Pet Feb 2. Ord Feb 5

Unsworth, John Thomas, Barrow in Furness, Hatter. Ulverston and Barrow-in-Furness. Pet Feb 4. Ord Feb 5

Valle, Rowland William Henry, Fulham rd, Provision Dealer. High Court. Pet Jan 14. Ord Feb 5

Williams, Alfred, Clynderwen, Carmarthenshire, Innkeeper. Carmarthen. Pet Feb 4. Ord Feb 4

Wood, Peter, and Arthur Wood, Salford, Bakers. Salford. Pet Jan 21. Ord Feb 5

Yeowart, Ellen, Manchester, Milliner. Manchester. Pet Feb 4. Ord Feb 5

CONTENTS.

The Editor does not hold himself responsible for the return of rejected communications.